

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 30 2024

BY 
VALERIE URUENA, DEPUTY

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 the Hon. Christian Towns, Dept.
S26, for all purposes]*

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

Complaint Filed: January 24, 2023

The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class and PAGA Action Settlement Agreement and Release ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendant U.S. Bank National Association.

Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; ENTRY OF JUDGMENT

1 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
2 Due and adequate notice having been given to the Class, and the Court having considered the
3 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
4 comments received regarding the proposed settlement, and having reviewed the record in this
5 Action, and good cause appearing,

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

7 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
8 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

9 2. The Court has jurisdiction over the subject matter over this Action, Class
10 Representative Marlene Molina, the Class Members and Defendant. The Court finally appoints
11 Plaintiff as Class Representative, and further appoints Brian Mankin and Peter Carlson of Lauby
12 Mankin Lauby LLP as Class Counsel.

13 3. For purposes of effectuating this Order and Judgment, this Court has certified the
14 following class: "All current and former nonexempt employees employed by U.S. Bank in
15 California who recorded hours worked during at least one Workweek during the Class Period of
16 January 24, 2019, through May 22, 2024." The Court deems this definition sufficient for
17 purposes of California Rules of Court, rule 3.765(a).

18 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: "All
19 current and former nonexempt employees employed by U.S. Bank in California who recorded
20 hours worked during at least one PAGA Pay Period during the PAGA Period of January 24,
21 2022, through May 22, 2024."

22 5. The Court finds that the distribution of the Class Notice, as provided for in the
23 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
24 under the circumstances to all Class Members and fully met the requirements of California law
25 and due process under the California and United States Constitution. Based on evidence and
26 other material submitted, the actual notice to the class was adequate.

27 6. The Court finds that the instant Action presented a good faith dispute of the
28 claims alleged, and the Court finds in favor of settlement approval.

- 1 7. The “Released Class Claims” on behalf of the Participating Class Members
2 included:
- 3 a. all claims that were alleged, or that reasonably could have been alleged, based
4 upon the facts stated in the Complaint and/or in Plaintiff’s LWDA Notice
5 letter against any of the Released Parties, including claims pursuant to:
6 California Labor Code sections 200-204, 208, 210, 218.5, 218.6, 221-223,
7 226, 226.3, 226.7, 227.3, 246, 248.5, 256, 432, 510, 512, 558, 1174, 1174.5,
8 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802; the California Industrial
9 Welfare Commission’s (“IWC”) Wage Orders; the California Code of
10 Regulations; California Code of Civil Procedure § 1021.5; the California
11 Business & Professions Code; and the Fair Labor Standards Act including
12 claims premised upon: rest periods; meal periods, including on-duty meal
13 periods; unpaid wages; minimum wages; overtime wages; pay for all hours
14 worked, including but not limited to off-the-clock work; calculation of the
15 regular rate, including non-inclusion of all forms of compensation required to
16 be included in such calculation; timeliness of wages; payment of any wages
17 due at separation of employment; vacation wages; the rate of payment for sick
18 leave; underpayment of sick leave; waiting time penalties; itemized wage
19 statements, accuracy of wage statements, and/or any potential violation of
20 Labor Code § 226(a); reimbursement of expenses, including but not limited to
21 work-from-home expenses; recordkeeping; unfair competition; any unpaid
22 wages or compensation related to any or all of the foregoing; any premium
23 payments related to any or all the foregoing; whether the foregoing claims are
24 known or unknown to the employees; restitution for any or all of the
25 foregoing; any penalties, including statutory and civil penalties, related to any
26 or all of the foregoing; attorneys’ fees or costs related to any or all of the
27 foregoing; interest related to any or all of the foregoing; and/or any other
28 damages or amounts related to any or all of the foregoing. The time period
governing the Released Class Claims shall be the Class Period.
8. The “Released PAGA Claims” on behalf of the Aggrieved Employees included.
- a. all claims for civil penalties under California Labor Code section 2698 *et seq.*
(PAGA) that were alleged, or that reasonably could have been alleged, based
upon the facts stated in the in the Complaint and/or in Plaintiff’s LWDA
Notice letter against any of the Released Parties, including claims for PAGA
civil penalties premised on: California Labor Code sections 200-204, 208,
210, 218.5, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 248.5, 256, 432,
510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800,
2802; the California Industrial Welfare Commission’s (“IWC”) Wage Orders;
and the California Code of Regulations, including claims for PAGA civil
penalties premised on: rest periods; meal periods, including on-duty meal
periods; unpaid wages; minimum wages; overtime wages; pay for all hours
worked, including but not limited to off-the-clock work; calculation of the
regular rate, including non-inclusion of all forms of compensation required to
be included in such calculation; timeliness of wages; payment of any wages

1 due at separation of employment; vacation wages; the rate of payment for sick
2 leave; underpayment of sick leave; waiting time penalties; itemized wage
3 statements, accuracy of wage statements, and/or any potential violation of
4 Labor Code § 226(a); reimbursement of expenses; recordkeeping; any
5 premium payments related to any or all the foregoing; any civil penalties
6 related to any or all of the foregoing; and attorneys' fees or costs related to
7 any or all of the foregoing. The time period governing the Released PAGA
8 Claims shall be the PAGA Period.

9 9. There were no Objections to the Settlement, and nine (9) valid Requests for
10 Exclusion. Except for these 9 individuals, all other Class Members are Participating Class
11 Members, who are entitled to an Individual Class Payment pursuant to the Settlement and this
12 Judgment. Likewise, all Aggrieved Employees are entitled to an Individual PAGA Payment.

13 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
14 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
15 Parties are directed to perform in accordance with the terms set forth in the Settlement
16 Agreement.

17 11. The Parties are to bear their own costs, except as otherwise provided in the
18 Settlement Agreement.

19 12. With respect to the Class and for purposes of approving this Settlement, this Court
20 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
21 joinder of all members is impracticable; (b) there are questions of law or fact common to the
22 Class Members, and there is a well-defined community of interest among the Class Members
23 with respect to the subject matter of the Action; (c) the claims of the Class Representative are
24 typical of the claims of the Class Members; (d) the Class Representative has fairly and
25 adequately protected the interests of the Class Members; (e) a class action is superior to other
26 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
27 for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff
28 in her individual and representative capacity and for the Class.

13. By this Judgment, the Class Representative shall release, relinquish, and
discharge, and each of the Participating Class Members shall be deemed to have, and by

1 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
2 discharged all Released Class Claims, as defined in the Settlement Agreement.

3 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
4 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
5 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
6 Participating Class Members as an admission of, or evidence of, the validity of any of the
7 Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other
8 Released Parties; or (ii) is or may be deemed to be or may be used by the Class Representative or
9 Participating Class Members as an admission of, or evidence of, any fault or omission of
10 Defendant or any of the other Released Parties in any civil, criminal, or administrative
11 proceeding in any court, administrative agency, or other tribunal. Defendant or any of the other
12 Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any
13 other action that may be brought against it or them in order to support a defense or counterclaim
14 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment
15 bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or
16 counterclaim.

17 15. The Gross Settlement Amount to be paid under the Settlement Agreement is
18 \$4,550,000. From this amount, Class Counsel sought attorneys fees of \$1,516,666.67 and
19 litigation expenses of \$30,000.00, a Service Award to Class Representative Marlene Molina of
20 \$10,000, an Administrator Expenses of \$50,500 to Rust Consulting (the "Administrator" or
21 "Settlement Administrator"), and \$150,000 to the LWDA for PAGA penalties and \$50,000 to the
22 Aggrieved Employees for PAGA Penalties. Defendant does not oppose these requests. In
23 addition, and concurrently with paying the Settlement Amount, Defendant shall separately pay
24 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which
25 shall be reported through the Settlement Administrator. The Court finds that the Settlement
26 Amount is fair, reasonable and adequate, and awards the payments set forth below from the
27 Settlement Amount:
28

1 A) \$1,516,666.67 to Class Counsel for attorneys fees in light of the benefit
2 obtained on behalf of the Class;

3 B) \$30,000.00 to Class Counsel for litigation expenses;

4 C) \$10,000 to Class Representative Marlene Molina as a Service Award;

5 D) \$50,500 to the Settlement Administrator, Rust Consulting;

6 E) \$150,000 to the LWDA;

7 F) \$50,000 to the Aggrieved Employees on a pro rata basis;

8 G) After deducting the foregoing payments from the Gross Settlement
9 Amount, the remainder shall form the Net Settlement Amount payable to the
10 Participating Class Members as set forth in the Settlement Agreement and as calculated
11 by the Settlement Administrator.

12 16. The Settlement Administrator is directed to calculate the Participating Class
13 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
14 Payments and issue all payments within in accordance with the Settlement Agreement and this
15 Order/Judgment.

16 17. Concurrently with mailing the settlement checks to the Participating Class
17 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
18 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
19 check for the Participating Class Members, noting the following: "Please be advised that on
20 [*insert date*], 2025, the Superior Court of California for the County of San Bernardino entered
21 Judgment in the case entitled *Molina v. U.S. Bank National Association*, pending in Superior
22 Court of the State of California, County of San Bernardino, Case No. CIVSB2300344, on behalf
23 of all current and former nonexempt employees employed by U.S. Bank in California who
24 recorded hours worked during at least one Workweek during the Class Period of January 24,
25 2019, through May 22, 2024."

26 18. The Class Members shall have 180 days to negotiate the settlement check from
27 the date of issuance by the Settlement Administrator. In the event that a Participating Class
28 Member or Aggrieved Employee does not negotiate his/her check within this time period, the

1 check will be canceled. The value of the unclaimed funds in the Settlement Administrator's
2 account as a result of a failure to timely cash a settlement check shall be issued to the State
3 Controller's Office for the State of California in the name of the person.

4 19. The following dates shall govern for purposes of this implementing this
5 Order/Judgment:

6 October 30, 2024	The Final Order and Judgment is entered.
7 61 days after the Final Order is entered 8 (approximately December 30, 2024)	The Effective Date occurs.
9 10 15 days after the Effective Date occurs 11 (approximately January 14, 2025)	By no later than this date, Defendant U.S. Bank National Association shall issue the Gross Settlement Amount to the Administrator, plus its share of employer- side taxes on the wage portion of the Individual Class Payments, as calculated by the Settlement Administrator.
12 13 Within 14 days after receipt of Payment 14 (approximately January 28, 2025)	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Class Counsel Fee Payment and Litigation Expenses, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator Expenses.
15 16 180 days after payment is issued 17 (approximately July 28, 2025)	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
18 19 September 5, 2025	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
20 21 22 23 24 25 26 27 28	

Date: <u>10/30</u> , 2025	Hearing re: status of disbursements.
Time: 8:30 a.m.	

20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: 10/30/2024

C. Towns
Hon. Christian Towns