

ORIGINAL FILED

JAN 19 2012

**LOS ANGELES
SUPERIOR COURT**

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14 **SUPERIOR COURT OF CALIFORNIA**

15 **COUNTY OF LOS ANGELES**

16 THE DEPARTMENT OF FAIR
EMPLOYMENT AND HOUSING, an
17 agency of the State of California,

18 Plaintiff,

19 vs.

20 VERIZON SERVICES CORPORATION, a
Delaware Corporation, dba VERIZON
21 CALIFORNIA, INC.,

22 Defendants.

23 ALICIA DENISE SEALES, ALMA
24 ARANDA, OFELIA CABANA FANOL,
HEATHER DOWL-LEE, VERONICA
25 BARCELO, ERICA DIAZ, KIMBERLY
GONZALEZ, CYNTHIA MARTINEZ,
26 TANYA DENNIS, KATRINA GRANT, and
a class of similarly situated others,

27
28 Real Parties in Interest.

Case No. BC444066

[PROPOSED]
**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 8, 2011
Time: 10:00 AM
Place: Dept. 309

1 On December 8, 2011, this Court heard plaintiff California Department of Fair
2 Employment and Housing's ("DFEH") and defendant Verizon California, Inc.'s ("Verizon") Joint
3 Motion for Final Approval of Class Action Settlement ("Joint Motion") in the action referenced
4 above. Timothy Muscat, Chief of Enforcement, and Alexandra Seldin, Staff Counsel, appeared
5 on behalf of the DFEH. Robert A. Naeve appeared on behalf of Verizon. The Court has now
6 considered the Joint Motion, memorandum of points of authorities and declarations submitted by
7 the DFEH and Verizon (the "Parties") on behalf of the Joint Motion, oral argument and the
8 Court's files and records in this action. For good cause appearing therein, the Court makes the
9 following findings of fact and conclusions of law. Any conclusion of law which should be
10 construed as a finding of fact is hereby adopted as such. Any finding of fact that should be
11 construed as a conclusion of law is hereby adopted as such.

12 1. On or about August 19, 2010 the DFEH filed the action referenced above on
13 behalf of a class of current and former Verizon employees who applied to take California Family
14 Rights Act, Cal. Gov't Code § 12945.2 ("CFRA") protected leaves of absence from June 18 2007
15 to November 23 2010 ("Class Members").

16 2. On or about September 20, 2010, the Parties entered into a Settlement and Release
17 of All Claims Agreement ("Settlement Agreement") by which they proposed to settle this action
18 subject to court approval. The Settlement Agreement, a copy of which is attached as Exhibit "A,"
19 obligated Verizon to pay up to \$6,011,190.00 ("Maximum Settlement Amount") to settle this
20 Action; created a claims procedure by which Class Members could submit claims to the DFEH
21 for review ("CFRA Claimants"); and gave the DFEH discretion to make individual awards to
22 CFRA Claimants as follows:

23 Tier 1: CFRA Claimants whom the DFEH determines experienced an improper denial of
24 their application for family and medical leave under the CFRA will receive a check for
\$3,000;

25 Tier 2: CFRA Claimants whom the DFEH determines were subject to discipline for poor
26 attendance due to CFRA-protected absences will receive a check for \$6,000; and

27 Tier 3: CFRA Claimants whom the DFEH determines were terminated or constructively
28 terminated in violation of the CFRA will receive a check for \$25,000.

1 The Settlement Agreement also gave the DFEH the discretion to make enhancement awards to
2 CFRA Claimants.

3 3. In a December 14, 2010 order attached as Exhibit "B," this Court preliminarily
4 certified for settlement purposes a class comprised of all Class Members; appointed Alma
5 Aranda, Veronica Barcelo, Tanya Dennis, Erica Diaz, Heather Dowl-Lee, Ofelia Cabana Fanol,
6 Katrina Grant, Kimberly Gonzalez and Cynthia Martinez (Cruz) as class representatives;
7 preliminarily found that the Settlement Agreement was fair, reasonable, adequate and in the best
8 interests of the proposed class; authorized Simpluris, Inc. ("Simpluris") to notify Class Members
9 of the terms of the Settlement Agreement and to notify them of their rights to submit a claim or to
10 opt out of the claims procedure contemplated by the Settlement Agreement; and authorized the
11 DFEH to administer the claims procedure contemplated by the Settlement Agreement.

12 4. On or about December 17, 2010, Simpluris mailed the Notice of Class Action
13 Settlement attached as Exhibit "C" ("Notice of Settlement") to all Class Members, thereby
14 providing proper and timely notice of the terms of the Settlement Agreement; the claims
15 procedure it contemplates; and the February 15, 2011 deadline by which Class Members could
16 submit claims, opt out, or object to the settlement process. The DFEH provided similar notice to
17 Class Members by posting the Notice of Settlement and claims forms on its web site at
18 <http://www.dfeh.ca.gov/Verizon.htm>.

19 5. As of February 15, 2011: (a) 966 Class Members submitted timely claims in
20 response to the Notice of Settlement; (b) 38 Class Members, listed on Exhibit "D," opted out in
21 response to the Notice of Settlement; (c) no Class Member submitted a timely objection to the terms
22 of the Settlement Agreement; and (d) 3,156 Class Members did not submit a claim form or opt out in
23 response to the Notice of Settlement.

24 6. Commencing on May 31, 2011, the DFEH appropriately and properly evaluated the
25 individual claims of all CFRA Claimants by, among other things: (a) obtaining from Verizon all
26 appropriate and necessary records of the CFRA Claimants' requests for CFRA leave, if any; (b)
27 entering into partnerships with the law schools at the University of California, Irvine and
28 University of California, Davis so that law students from these premiere California institutions

1 could assist the DFEH in evaluating claims submitted by the CFRA claimants; and (c)
2 individually reviewing the claims of each CFRA Claimant.

3 7. As of approximately September 13, 2011 the DFEH appropriately and properly
4 exercised its discretion by determining that: (a) 326 of the CFRA Claimants were to receive Tier 1
5 awards; (b) 320 of the CFRA Claimants were to receive Tier 2 awards; (c) 41 of the CFRA Claimants
6 were to receive Tier 3 awards; and (d) 479 of the 687 CFRA Claimants were entitled to enhanced
7 payments as contemplated by the Settlement Agreement. A listing of the DFEH's individual awards
8 is attached as Exhibit "E." In total, \$4,518,041 of the Settlement Payment should be paid to the 687
9 CFRA Claimants whom the DFEH determined are entitled to an award.

10 8. On or about November 23, 2011 Simpluris issued to all Class Members who had not
11 opted out a Notice of Final Settlement Approval Hearing, attached as Exhibit "F," thereby
12 providing proper and timely notice that, on December 8, 2011, this Court would hear the DFEH's
13 and Verizon's joint motion for final approval of the settlement and awards described above.

14 Based upon the findings and conclusions outlined above and as more fully detailed in the
15 Declarations of Timothy M. Muscat, Robert A. Naeve and Michael Bui, as well as the entire
16 record in this action, and for good cause appearing therein, THE COURT HEREBY ORDERS
17 AS FOLLOWS:

18 1. A class consisting of "All current and former Verizon employees who
19 applied to take CFRA-protected leaves of absence from June 18, 2007 to November 23, 2010"
20 shall be certified in this action for purposes of effectuating the Parties' settlement pursuant to the
21 terms of the Settlement Agreement.

22 2. The terms and conditions of the Settlement Agreement, and the releases it
23 requires, are fully and finally approved, inasmuch as they were not procured through fraud or
24 overreaching of any type, and inasmuch as the terms and conditions of Settlement Agreement,
25 taken as a whole, are fair, reasonable, adequate and in the best interests of the CFRA Claimants
26 and other Class Members. That is particularly the case where, as here, the DFEH has not asked
27 for an award of attorneys' fees or costs, so that the entire Settlement Amount may be used for
28 payment of claims to the CFRA Claimants as found by the DFEH.

1 3. The Tier 1, Tier 2, and Tier 3 awards to be paid to CFRA Claimants as
2 documented in Exhibit "E" were not procured through fraud or overreaching of any type. These
3 awards are fair, reasonable, adequate and in the best interests of the CFRA Claimants, and are
4 approved in their entirety.

5 4. Payments from the Maximum Settlement Amount shall be made to CFRA
6 Claimants pursuant to Exhibit "E" only after the judgment to be entered in this action becomes
7 Final, as that term is defined in the Settlement Agreement.

8 5. Payments from the Maximum Settlement Amount pursuant to Exhibit "E"
9 to CFRA Claimants receiving Tier 3 awards, including class representatives Tanya Dennis,
10 Heather Dowl-Lee, and Ofelia Cabana Fanol, shall be made only after the judgment to be entered
11 in this action becomes Final, as that term is defined in the Settlement Agreement, and only after
12 the Tier 3 CFRA Claimant has executed a general release of all claims, a form of which is
13 attached as Exhibit "G."

14 6. Payments from the Maximum Settlement Amount pursuant to Exhibit "E"
15 to class representatives receiving Tier 1 and Tier 2 awards (Alma Aranda, Veronica Barcelo,
16 Erica Diaz, Katrina Grant, Kimberly Gonzalez, and Cynthia Martinez (Cruz)) shall be made only
17 after the judgment to be entered in this action becomes Final, as that term is defined in the
18 Settlement Agreement, and only after the class representative has executed a general release of all
19 claims, a form of which is attached as Exhibit "H."

20 7. The Class Members listed on Exhibit "D" who duly opted out from the
21 settlement shall not receive any payment from the Maximum Settlement Amount, and shall not be
22 bound by the terms of this Order or the final judgment in this matter.

23 8. Pursuant to the terms of the Settlement Agreement, all Class Members other
24 than those identified in Exhibit "D" shall be bound by the terms of the Settlement agreement,
25 including the following release of claims it contains:

26 Conditioned upon satisfaction of all terms and conditions of this
27 Agreement, and in exchange for good and valuable consideration, the
28 receipt and sufficiency of which is hereby acknowledged, the CFRA Class
Representatives, on their own behalves, and on behalf of all CFRA Class
Members whom the Claims Administrator certifies failed to timely submit

1 full and complete Opt-Out Forms, and for their respective heirs, assigns,
2 executors, administrators, and agents, past or present (collectively the
3 "Affiliates"), hereby fully and without limitation release, covenant not to
4 sue, and forever discharge Verizon and their respective subsidiaries,
5 divisions, affiliated corporations, affiliated partnerships, parents, trustees,
6 directors, officers, shareholders, partners, agents, employees,
7 representatives, consultants, insurance carriers, attorneys, heirs, assigns,
8 executors and administrators, predecessors and successors, past and present
9 (collectively, the "Verizon Releasees"), both individually and collectively,
10 from any and all rights, claims, demands, liabilities, actions and causes of
11 action (whether in law or in equity, or whether contractual, common law,
12 statutory, federal, state or otherwise), suits, grievances, damages, losses,
13 attorneys' fees, costs and expenses, of whatever nature whatsoever, known
or unknown, fixed or contingent, suspected or unsuspected, that they or
their Affiliates now have, or may ever have, against Verizon or any of the
Verizon Releasees, that occurred during the Class Period and that arise out
of or in any way relate to: (i) the claims and allegations asserted in the
CFRA Action; (ii) any claim for disability discrimination arising from or
relating to the claims alleged in the CFRA Action; and (iii) any claim for
failure to engage in the interactive process or to provide reasonable
accommodation arising from or relating to the claims alleged in the CFRA
Action.

14 9. This Order approves the terms of a no-fault class action settlement, and
15 shall not constitute a finding or conclusion of liability, fault or wrongdoing of any type by or
16 against Verizon or the Verizon Releasees with respect to any claim or cause of action that was or
17 could have been asserted in this action. To the extent permitted by law, this Order and the final
18 judgment entered pursuant to this Order shall not be offered as evidence or received in evidence
19 in any pending or future civil, criminal, or administrative action or proceeding to establish either
20 liability, fault or wrongdoing of, or an admission of liability, fault or wrongdoing by Verizon or
21 Verizon Releasees or any of them. No Class Member objected in any fashion to entry of an order
22 finally approving the terms of the Parties' settlement.

23 10. The DFEH and Verizon shall bear their own attorneys' fees and costs.

24 11. The Court retains continuing jurisdiction as to all matters relating to the
25 administration, consummation and enforcement of the settlement as provided in the Settlement
26 Agreement and all other matters covered in this Order and the Judgment to be entered in this
27 matter.
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12. Upon entry of this Order, a Judgment shall be filed and entered herein.
IT IS SO ORDERED.

Dated: JAN 19 2012

ANTHONY J. MOHR
Superior Court Judge