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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

SUSANA CALDERON, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

PRUDENTIAL INS CO OF AMERICA, a
New Jersey Corporation; and DOES 1
through 20, inclusive;

Defendants.

Case No.: 22STCV13172
*[Assigned to Hon. Elihu M. Berle, Dept 6 for
all purposes]*

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

Complaint Filed: April 20, 2022

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) came for a
3 hearing in Department 6 of the above-entitled court. The Final Approval Motion was unopposed
4 by Defendant The Prudential Insurance Company of America.

5 Having considered the Final Approval Motion, the Settlement Agreement, the
6 Declarations, and all other materials properly before the Court and having conducted an inquiry
7 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
8 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
9 Due and adequate notice having been given to the Class, and the Court having considered the
10 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
11 comments received regarding the proposed settlement, and having reviewed the record in this
12 Action, and good cause appearing,

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

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

16 2. The Court has jurisdiction over the subject matter over this Action, the Class
17 Representative, the Class Members, and Defendant.

18 3. For purposes of effectuating this Order and Judgment, the Court, for settlement
19 purposes only, finds that the proposed Class is ascertainable and that there is a sufficiently
20 defined community of interest among the Class Members in questions of law and fact. The
21 Court, therefore, certifies the following Classes, for settlement purposes only:

22 **Wage Statement Class:** all current and former non-exempt Prudential employees
23 in the State of California at any time during the period of April 20, 2021, through
24 July 30, 2023 (the “Wage Statement Class Period”).

25 **Customer Service Class:** all current and former non-exempt Prudential
26 employees in California whose primary job responsibilities were making and/or
27 receiving calls, assisting customers, or answering customers’ queries at any time
28 during the period of April 20, 2018, through July 30, 2023 (the “Customer Service

Class Period”).

The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

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

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

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

7. All Participating Class Members will be bound by a release of all claims alleged in the operative First Amended Complaint (“Complaint”), as set forth below as to the Participating Wage Statement Class Members and Participating Customer Service Class Members:

- a. Participating Wage Statement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the

1 facts stated in the Complaint, including failure to provide accurate itemized
2 wage statements under Labor Code section 226 (the “Wage Statement Class
3 Released Claims”). The time period governing the Wage Statement Class
4 Released Claims shall be the Wage Statement Class Period.

5 b. Participating Customer Service Class Members, on behalf of themselves and
6 their respective former and present representatives, agents, attorneys, heirs,
7 administrators, successors, and assigns, will release the Released Parties from
8 all claims that were alleged, or reasonably could have been alleged, based on
9 the facts stated in the Complaint, including for (1) failure to pay minimum
10 wages; (2) failure to pay overtime wages; (3) failure to provide meal periods;
11 (4) failure to timely pay final wages; and (5) unfair and unlawful competition
12 (the “Customer Service Class Released Claims”). The time period governing
13 the Customer Service Class Released Claims shall be the Customer Service
14 Class Period.

15 c. The Wage Statement Class Released Claims and Customer Service Class
16 Released Claims shall collectively be referred to as the Released Class
17 Claims.

18 8. The Released PAGA Claims on behalf of the Aggrieved Employees included:

19 a. all claims for PAGA penalties that were alleged, or reasonably could have
20 been alleged, based on the facts stated in the Complaint and the PAGA
21 Notice, as follows: (1) as alleged on behalf of the State of California and
22 Aggrieved Employees who are in the Customer Service Class, Aggrieved
23 Employees shall release all PAGA claims premised upon claims including
24 unpaid minimum wages, unpaid overtime wages, failure to provide compliant
25 meal periods, failure to timely pay wages, and failure to maintain employment
26 records, and claims for penalties pursuant to Labor Code §§ 201-204, 210,
27 226, 226.7, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197 and 2699; and (2) as
28 alleged on behalf of the State of California and Aggrieved Employees in the

1 Wage Statement Class, Aggrieved Employees shall release all PAGA claims
2 premised upon the claims for the violation of Labor Code § 226 and § 226.3
3 (the “Released PAGA Claims”).

4 9. There were no Objections or Requests for Exclusion to the Settlement. Thus, all
5 Class Members are Participating Class Members, who are entitled to an Individual Class
6 Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are
7 entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

8 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
9 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
10 Parties. The Parties are directed to perform in accordance with the terms set forth in the
11 Settlement Agreement.

12 11. The Settling Parties are to bear their own costs, except as otherwise provided in
13 the Settlement Agreement.

14 12. By this Judgment, the Class Representative shall release, relinquish, and
15 discharge, and each of the Class Members shall be deemed to have, and by operation of the
16 Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
17 Released Class Claims, as defined in the Settlement Agreement.

18 13. Neither the Settlement Agreement nor the Settlement contained therein, nor any
19 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
20 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
21 Participating Class Members as an admission of, or evidence of, the validity of any of the
22 Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other
23 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
24 Representative or Participating Class Members as an admission of, or evidence of, any fault or
25 omission of Defendant or any of the other Released Parties in any civil, criminal, or
26 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
27 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
28 this Action in any other action that may be brought against it or them in order to support a

1 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
2 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
3 or similar defense or counterclaim.

4 14. The Gross Settlement Amount to be paid under the Settlement Agreement is
5 \$385,000. From this amount, Class Counsel sought a Class Counsel Fee Payment of
6 \$128,333.33, Class Counsel Litigation Expenses of \$15,330.63, a Service Payment for Class
7 Representative Susana Calderon of \$7,500, an Administrator Expenses Payment of \$8,500.00 to
8 Phoenix Settlement Administrators, and \$30,000 to the LWDA for PAGA penalties and \$10,000
9 to the Aggrieved Employees for PAGA Penalties. Defendant does not oppose these requests. In
10 addition, and concurrently with paying the Settlement Amount, Defendant shall separately pay
11 all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which
12 shall be reported through the Settlement Administrator. The Court finds that the Settlement
13 Amount is fair, reasonable and adequate, and awards the payments set forth below from the
14 Settlement Amount:

15 A) \$128,333.33 to Class Counsel (Lauby Mankin Lauby LLP) for Class
16 Counsel Fee Payment in light of the benefit obtained on behalf of the Class;

17 B) \$15,330.63 to Class Counsel for the Class Counsel Litigation Expenses;

18 C) \$7,500 to Class Representative Susana Calderon as a Service Payment;

19 D) \$8,500.00 to the Settlement Administrator, Phoenix Settlement
20 Administrators;

21 E) \$30,000 to the LWDA;

22 F) \$10,000 to the Aggrieved Employees on a pro rata basis;

23 G) After deducting the foregoing payments from the Gross Settlement
24 Amount, the remainder shall form the Net Settlement Amount payable to
25 the Participating Class Members as set forth in the Settlement Agreement
26 and as calculated by the Settlement Administrator.

27 15. The Settlement Administrator is directed to calculate the Participating Class
28 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA

Payments and issue all payments within in accordance with the Settlement Agreement and this Order/Judgment.

16. Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: “Please be advised that on [insert date], 2024, the Superior Court of California for the County of Los Angeles entered Judgment in the case entitled *Calderon v. The Prudential Insurance Company of America*, Case No. 22STCV13172, on behalf of (1) **all Customer Service Class Members** (which includes all current and former non-exempt Prudential employees in the State of California whose primary job responsibilities were making and/or receiving calls, assisting customers, or answering customers’ queries during the Customer Service Class Period of April 20, 2018, through July 30, 2023); and (2) **all Wage Statement Class Members** (which includes all current and former non-exempt Prudential employees in the State of California at any time during the Wage Statement Class Period of April 20, 2021, through July 30, 2023)”.

17. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Class Member does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the State Controller’s Office for the State of California in the name of the Class Member and Aggrieved Employee.

18. The following dates shall govern for purposes of this implementing this Order/Judgment, assuming that no notice of appeal of the Judgment in this matter is filed:

Deadline to file a notice of appeal	The Effective Date occurs.
Within 14 days of the Effective Date	Defendant shall issue the payment to the Settlement Administrator.
Within 10 days after receipt of Payment	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 Payment.
180 days after payment is issued	Deadline for Class Members to cash checks.
November 23, 2024 (proposed)	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.
Date: _____, 2024 Time: _____ a.m./p.m.	OSC re: Compliance with the Order and status of disbursements.

19. As noted in the chart above, Class Counsel shall file a declaration from the Settlement Administrator by no later than November 23, 2024, resulting the disbursements and uncashed checks. The Court has scheduled an OSC re: Compliance and Status of Disbursements for _____, 2024 at 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: _____

HON. ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT