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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO
THE CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION
FORM; AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having considered the Class Action and PAGA Settlement Agreement (the “Settlement
2 Agreement”) between Plaintiff Susana Calderon and Defendant The Prudential Insurance
3 Company of America (collectively, the “Parties”), as well as the Memorandum of Points and
4 Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action
5 Settlement, the documents submitted in support of the motion, and all supporting legal
6 authorities and documents,

7 IT IS HEREBY ORDERED:

8 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
9 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
10 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
11 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
12 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
13 arms-length negotiations conducted after the Parties adequately investigated and became familiar
14 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
15 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

16 2. For settlement purposes only, the Court finds that the proposed Class is
17 ascertainable and that there is a sufficiently defined community of interest among the Class
18 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
19 Classes, for settlement purposes only:

20 **Wage Statement Class:** all current and former non-exempt Prudential employees
21 in the State of California at any time during the period of April 20, 2021, through
22 August 1, 2023 (the “Wage Statement Class Period”).

23 **Customer Service Class:** all current and former non-exempt Prudential
24 employees in California whose primary job responsibilities were making and/or
25 receiving calls, assisting customers, or answering customers’ queries at any time
26 during the period of April 20, 2018, through August 1, 2023 (the “Customer
27 Service Class Period”).
28

1 3. As set forth in the Settlement Agreement, Aggrieved Employees includes: “means
2 Plaintiff, all Wage Statement Class Members and all Customer Service Class Members who were
3 employed by Defendant in the State of California at any time during the PAGA Period of April
4 20, 2021, through August 1, 2023.”

5 4. The class action settlement set forth in the Settlement Agreement between
6 Plaintiff and Defendant is preliminarily approved as it appears to be proper, to fall within the
7 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
8 to any objections that may be raised at the Final Approval Hearing.

9 5. For settlement purposes only, the Court appoints Plaintiff Susana Calderon as
10 Class Representative, and Brian Mankin and Misty Lauby as Class Counsel.

11 6. The Court approves Phoenix Settlement Administrators to act as the Settlement
12 Administrator.

13 7. The Court approves, as to form and content, the Class Notice and finds that the
14 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.
15 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the
16 proposed settlement terms and of their options, including: (1) the nature of the action, the
17 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
18 (2) Named Plaintiff’s and Class Counsel’s applications for the Class Representative Service
19 Payment, and Class Counsel’s request for attorneys' fees and costs; (3) a formula used to
20 determine the Class Member's estimated Individual Class Payment; (4) Class Members’ rights to
21 appear through counsel if they desire; (5) how to object to the Settlement or submit an opt-out
22 request if a Class Member wishes to do so; and (6) how to obtain additional information
23 regarding the action and the Settlement. Counsel for the Parties are authorized to correct any
24 typographical errors in settlement and make clarifications, to the extent the same are found or
25 needed, so long as such corrections do not materially alter the substance of the documents.

26 8. The Court approves the procedure for Class Members to participate in, request
27 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
28 and the Class Notice.

1 9. The Court finds that the deadlines and method set forth in the Settlement
2 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
3 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
4 entitled to notice, and otherwise satisfy the requirements of California law and due process.

5 10. The Court directs the Settlement Administrator to perform address verification
6 measures and mail the Class Notice by first class mail to the Class Members not later than 40
7 days after the Preliminary Approval Order and to otherwise carry out the Settlement according to
8 the terms of the Settlement Agreement and in conformity with this Order. The Parties are also
9 ordered to carry out the Settlement according to the terms of the Settlement Agreement.

10 11. All Class Members shall be deemed to participate in the Settlement, although any
11 Class Member who wishes to comment on or object to the Settlement or who elects not to
12 participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to
13 submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in the
14 Class Notice.

15 12. The Court approves the handling of unclaimed funds set forth in the Settlement
16 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
17 result of a failure to timely cash a settlement check shall be issued to the State Controller's
18 Office in the name of the Class Member, as set forth in the Settlement Agreement.

19 13. The following dates shall govern for purposes of this settlement:
20

21 September 6, 2023	Preliminary Approval (PA) hearing
22 October 16, 2023 (<i>40 days after PA</i>)	Deadline for Settlement Administrator to complete 23 first mailing of the Notice Packet to all Class 24 Members.
25 November 30, 2023 (<i>45 days after mailing Class Notice</i>)	Deadline for Class Members to submit Requests 26 for Exclusion and Objections to the settlement.
27 Date: _____, 2024	Deadline for Plaintiff to file and serve Motion for 28 Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.

1 2 3	Date: _____, 2024	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the settlement.
4 5	Date: _____, 2024	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.

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7 14. A final approval hearing shall be held in this Court on
8 _____, 2024, at _____ a.m. to determine (1) whether the
9 proposed settlement is fair, reasonable, and adequate and should be finally approved by the
10 Court; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount
11 of the Service Payment to the Class Representative. The Court may continue or adjourn the final
12 approval hearing without further notice to the Class Notice.

13 15. Counsel for the parties shall file memoranda, declarations, or other statements and
14 materials in support of their request for final approval of the Settlement, attorneys' fees,
15 litigation costs, Class Representative's Service Payment, Settlement Administration Costs, and
16 payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time
17 limits set by the Code of Civil Procedure and the California Rules of Court.

18 16. Neither this Order, the Settlement Agreement, nor any document referred to
19 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
20 may be construed as, or may be used as an admission by or against Defendant or any of the other
21 Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing
22 or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any
23 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
24 be evidence of, an admission or concession with regard to the denials or defenses by Defendant
25 or any of the other Released Parties and shall not be offered in evidence in any action or
26 proceeding against Defendant or any of the Released Parties in any court, administrative agency
27 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order,
28 the Settlement Agreement, or any related agreement or release.

1 17. The Court may, for good cause shown, extend any of the deadlines set forth in
2 this Order.

3 18. In the event that the Settlement Agreement does not receive final approval or the
4 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
5 shall be vacated.

6 19. Pending the Final Approval hearing, all proceedings in this action, other than
7 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
8 Order, are stayed.

9 20. Counsel for the parties are hereby authorized to utilize all reasonable procedures
10 in connection with the administration of the Settlement which are not materially inconsistent
11 with either this Order or the terms of the Settlement.

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13 Date: _____

14 Hon. Elihu M. Berle
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