

Brian J. Mankin, Esq. [SBN 216228]
brian@lmlfirm.com
Misty M. Lauby, Esq. [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff and on behalf of the Proposed Class

FILED
Superior Court of California
County of Los Angeles

07/12/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

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 Escalator Clause in the Settlement Agreement § 9 provides that if the total
5 Pay Periods worked by all Class Members during the Class Period exceeds 5,344 Pay Periods by
6 more than 10%, then Defendant will increase the Gross Settlement Amount proportionately for
7 the percentage of Pay Periods that exceeds 5,879 (i.e., an 11% increase in Pay Periods will result
8 in a 1% increase of the Gross Settlement Amount). Here, the total number of Pay Periods was
9 6,619, which exceeds the cap by 811 Pay Periods (or 13.86%). Therefore, the Escalator Clause
10 was triggered and the Gross Settlement Amount is increased from \$385,000 to \$438,361 (an
11 increase of \$53,361 or 13.86%).

12 15. The updated Gross Settlement Amount to be paid under the Settlement
13 Agreement is \$438,361.00. From this amount, Class Counsel sought a Class Counsel Fee
14 Payment of \$146,120.33 (one-third of the GSA), Class Counsel Litigation Expenses of
15 \$15,702.72, a Service Payment for Class Representative Susana Calderon of \$7,500, an
16 Administrator Expenses Payment of \$8,500.00 to Phoenix Settlement Administrators, and
17 \$30,000 to the LWDA for PAGA penalties and \$10,000 to the Aggrieved Employees for PAGA
18 Penalties. Defendant does not oppose these requests. In addition, and concurrently with paying
19 the Settlement Amount, Defendant shall separately pay all employer payroll taxes owed on the
20 Wage Portions of the Individual Class Payments, which shall be reported through the Settlement
21 Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
22 awards the payments set forth below from the Settlement Amount:

- 23 A) \$146,120.33 to Class Counsel (Lauby Mankin Lauby LLP) for Class
24 Counsel Fee Payment in light of the benefit obtained on behalf of the Class;
25 B) \$15,702.72 to Class Counsel for the Class Counsel Litigation Expenses;
26 C) \$7,500 to Class Representative Susana Calderon as a Service Payment;
27 D) \$8,500.00 to the Settlement Administrator, Phoenix Settlement
28 Administrators;

- 1 E) \$30,000 to the LWDA;
- 2 F) \$10,000 to the Aggrieved Employees on a pro rata basis;
- 3 G) After deducting the foregoing payments from the Gross Settlement
- 4 Amount, the remainder shall form the Net Settlement Amount payable to
- 5 the Participating Class Members as set forth in the Settlement Agreement
- 6 and as calculated by the Settlement Administrator.

7 16. The Settlement Administrator is directed to calculate the Participating Class

8 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA

9 Payments and issue all payments within in accordance with the Settlement Agreement and this

10 Order/Judgment.

11 17. Concurrently with mailing the settlement checks to the Participating Class

12 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of

13 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the

14 check for the Participating Class Members, noting the following: "Please be advised that on

15 [insert date], 2024, the Superior Court of California for the County of Los Angeles entered

16 Judgment in the case entitled *Calderon v. The Prudential Insurance Company of America*, Case

17 No. 22STCV13172, on behalf of (1) **all Customer Service Class Members** (which includes all

18 current and former non-exempt Prudential employees in the State of California whose primary

19 job responsibilities were making and/or receiving calls, assisting customers, or answering

20 customers' queries during the Customer Service Class Period of April 20, 2018, through July 30,

21 2023); and (2) **all Wage Statement Class Members** (which includes all current and former non-

22 exempt Prudential employees in the State of California at any time during the Wage Statement

23 Class Period of April 20, 2021, through July 30, 2023)".

24 18. Participating Class Members and Aggrieved Employees shall have 180 days to

25 negotiate the settlement check from the date of issuance by the Settlement Administrator. In the

26 event that a Class Member does not negotiate his/her check within this time period, the check

27 will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as

28 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.

19. 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:

Final Order and Judgment is Signed and Entered	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.
February 10, 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.
Date: February 20, 2025 Time: 8:30 a.m.	OSC re: Compliance with the Order and status of disbursements.

20. As noted in the chart above, Class Counsel shall file a declaration from the Settlement Administrator by no later than April 3, 2025, setting for the results of the disbursements and uncashed checks. The Court has scheduled an OSC re: Compliance and Status of Disbursements on the date and time set forth in the chart above.

21. 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

1 Class Representative, the Class Members, and Defendant for the purposes of supervising the
2 implementation, enforcement, construction, administration, and interpretation of the Settlement
3 Agreement and this Judgment. The Court retains jurisdiction to enforce terms of the settlement and
4 judgment pursuant to C.C.P. 664.6.

IT IS SO ORDERED.

5
6 Dated: 07/12/2024



Elihu M. Berle

HON. ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT
Elihu M. Berle / Judge