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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EDWARD CRUZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

C T CORPORATION SYSTEM., a
Delaware Corporation; and DOES 1
through 20, inclusive;

Defendants.

Case No.: 30-2022-01261966-CU-OE-CXC
*[Assigned to Hon. Judge Peter Wilson, Dept
CX101, 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**

Complaint filed: May 25, 2022

1 **RECITALS**

2 On May 22, 2022, Plaintiff filed a putative class and representative PAGA action in the
3 Orange County Superior Court, alleging Class Claims and PAGA Claims for: (a) failure to pay
4 minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d)
5 failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to pay vested
6 vacation, (g) failure to timely pay wages during and upon separation of employment, (h) failure
7 to provide accurate itemized wage statements, and a separate class claim for unfair and unlawful
8 competition.

9 Through mediation, the Parties were able to reach a settlement as further described
10 below. In preparation for the mediation, the Parties informally exchanged documents and
11 information that allowed both sides to rigorously evaluate the strengths and risks of the case. The
12 Parties were thereafter able to enter into a settlement agreement and have now moved for
13 preliminary approval of the Parties' settlement.

14 **FINDINGS AND ORDERS**

15 Having reviewed and read the Class and PAGA Representative Action Settlement
16 Agreement and Release of Claims (the "Settlement Agreement" or "Settlement") between
17 Plaintiff Edward Cruz and Defendant C T Corporation Systems (collectively, the "Parties"), as
18 well as the Memorandum of Points and Authorities in Support of the Unopposed Motion for
19 Preliminary Approval of Class and PAGA Representative Action Settlement, the documents
20 submitted in support of the motion, and all supporting legal authorities and documents, IT IS
21 HEREBY ORDERED:

22 1. This Order incorporates by reference the definitions in the Settlement Agreement
23 and Amendment thereto and all terms defined therein shall have the same meaning in this Order
24 as set forth in the Settlement Agreement.

25 2. The Court GRANTS preliminary approval of the Settlement based upon the terms
26 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
27 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
28 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a

1 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
2 arms-length negotiations conducted after the Parties adequately investigated and became familiar
3 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
4 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

5 3. For settlement purposes only, the Court finds that the proposed Class is
6 ascertainable and that there is a sufficiently defined community of interest among the Class
7 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
8 Class, for settlement purposes only:

9 All current and former non-exempt (hourly paid) employees
10 employed by Defendant in California at any time during the Class
11 Period.

12 4. Additionally, the “PAGA Settlement Employees” are defined to include: “all
13 current and former non-exempt (hourly paid) employees employed by Defendant in California at
14 any time during the PAGA Period.”

15 5. As set forth in the Settlement Agreement and as relevant to Class and Aggrieved
16 Employees definitions: (a) “Class Period” means the period of May 25, 2018, through May 22,
17 2023, and (b) “PAGA Period” means the period of May 25, 2021, through May 22, 2023.

18 6. For settlement purposes only, the Court appoints Plaintiff Edward Cruz as Class
19 Representative, and Brian Mankin and Peter Carlson as Class Counsel.

20 7. The Court preliminarily appoints Phoenix Settlement Administrators to act as the
21 Administrator, and preliminarily approves administrative costs not to exceed \$7,000 out of the
22 Settlement Amount for services to be rendered by Phoenix on behalf of the class.

23 8. The Court approves, as to form and content, the Notice and Notice Packet, which
24 are attached hereto as **Exhibit A**. The Court further finds that the Notice satisfies the
25 requirements of California Rule of Court, rules 3.766 and 3.769, subd. (f), and fairly apprises the
26 Class Members of the terms of the final approval hearing date, the proposed settlement terms and
27 of their options, including: (1) the nature of the action, the definition of the Class, the identity of
28 Class Counsel, and the essential terms of the Settlement; (2) Plaintiff’s and Class Counsel’s

1 applications for the Class Representative Service Payment, and Class Counsel's request for
2 attorneys' fees and costs; (3) a formula used to determine the Class Member's estimated
3 Individual Class Payment and Individual PAGA Payment; (4) Settlement Class Members' rights
4 to appear through counsel if they desire; (5) how to object to the Settlement or submit an opt-out
5 request if a Class Member wishes to do so; and (6) how to obtain additional information
6 regarding the action and the Settlement. Counsel for the Parties are authorized to correct any
7 typographical errors and make clarifications, to the extent the same are found or needed, so long
8 as such corrections do not materially alter the substance of the documents.

9 9. The Court approves the procedure for Class Members to participate in, request
10 exclusion from or object to, as set forth in the Settlement Agreement and the Notice.

11 10. The Court finds that the deadlines and method set forth in the Settlement
12 Agreement for the mailing of the Notice meet the requirements of due process, provide the best
13 notice practicable under the circumstances, constitute due and sufficient notice to all persons
14 entitled to notice, and otherwise satisfy the requirements of California law and due process.

15 11. The Court directs the Administrator to perform address verification measures and
16 mail the Notice by first class mail to the Class Members not later than 10 days after it receives
17 the "Class Data" as defined in the Settlement Agreement and to otherwise carry out the
18 Settlement according to the terms of the Settlement Agreement and in conformity with this
19 Order. The Parties are also ordered to carry out the Settlement according to the terms of the
20 Settlement Agreement.

21 12. All Class Members who do not timely submit a Request for Exclusion shall be
22 bound by the Class Settlement. Any Class Member who wishes to comment on or object to the
23 Settlement or who elects not to participate in the Class Settlement has until sixty (60) days after
24 the mailing of the Class Notice to submit an objection or Request for Exclusion, pursuant to the
25 procedures set forth in the Notice.

26 13. PAGA Settlement Employees cannot opt out of the PAGA Settlement and release
27 and all PAGA Settlement Employees will receive an Individual PAGA Payment if the Settlement
28 is approved.

1 14. The Court approves the handling of unclaimed funds set forth in the Settlement
2 Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a
3 failure to timely cash a settlement check shall be issued to *cy pres* recipient Public Counsel
4 (www.publiccounsel.org) in accordance with Code of Civil Procedure § 384, as set forth in the
5 Settlement Agreement.

6 15. The following dates shall govern for purposes of this settlement:

7 August 24, 2023	Preliminary Approval (PA) hearing
8 October 3, 2023 9 40 days after PA	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
10 December 2, 2023 11 60 days after mailing Notice	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
12 16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
13 9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval, or filing response to an objection.
14 5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
15 January 11, 2024 16 140 days after PA	Final Approval Hearing.

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18 16. A final approval hearing shall be held in this Court on
19 _____, 2023 at _____ a.m. to determine (1) whether the proposed
20 settlement is fair, reasonable, and adequate and should be finally approved by the Court,
21 including considering any objections from Class Members; (2) the amount of Attorneys' Fees
22 and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class
23 Representative. The Court may continue or adjourn the final approval hearing without further
24 notice to the Class.

25 17. Filed concurrently with the Motion for Final Approval, Class Counsel shall file
26 with the Court and serve a declaration by the Settlement Administrator specifying the due
27 diligence undertaken with regard to the mailing of the Notice Hearing and proof of mailing with
28 regard to the mailing of the Notice Packet.

1 18. Class Counsel shall file and Defendant's Counsel may file memoranda,
2 declarations, or other statements and materials in support of their request for final approval of the
3 Settlement, attorneys' fees, litigation costs, Class Representative's Service Payment,
4 Administration Costs, and payment to LWDA for PAGA penalties prior to the Final Approval
5 hearing according to the time limits set by the Code of Civil Procedure and the California Rules
6 of Court.

7 19. Participating Class Members shall be permitted to withdraw their objections in
8 writing by submitting a withdrawal statement to the Settlement Administrator either at or prior to
9 the Court's Final Approval Hearing. Alternatively, a Class Member may object in person or
10 through their designated counsel at the Final Approval hearing even if no prior written objection
11 is made or if an invalid written objection was submitted. The Parties may file a response to any
12 written objections submitted by Participating Class Members either at or prior to the Final
13 Approval Hearing.

14 20. This Settlement is not a concession or admission and shall not be used against
15 Defendant or any of the Released Parties as an admission or indication with respect to any claim
16 of fault or omission by Defendant or any of the Released Parties. Whether or not the Settlement
17 is finally approved, neither the Settlement nor any document, statement, proceeding or conduct
18 related to the Settlement, nor any reports or accounts thereof, shall in any event be may be
19 construed or used as an admission by or against Defendant or any of the Released Parties of any
20 fault, wrongdoing or liability whatsoever. The Court's findings are for purposes of conditionally
21 certifying a Class in the context of this Settlement and will not have any claim or issue or
22 evidentiary preclusion or estoppel effect in any other action against the Released Parties or in
23 this litigation if the Settlement is not finally approved. If for any reason the Court does not
24 execute and file a Final Approval Order, or if the Effective Date, as defined in the Settlement
25 Agreement, does not occur for any reason whatsoever, the Settlement Agreement shall be null
26 and void and any order entered by the Court in furtherance of the Settlement shall be treated as
27 void from the beginning. In such even, the Parties shall be returned to their respective statuses as
28 of the date and time immediately prior to the execution of this Settlement Agreement and the

1 Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

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

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

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

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11 Date: _____

12 Hon. Peter Wilson
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EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Cruz v. C T Corporation System

(Orange County Superior Court, Case No. 30-2022-01261966-CU-OE-CXC)

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

A class and representative action settlement has been reached by the parties to a lawsuit involving wage and hour claims. The settlement covers all persons who were employed by Defendant CT Corporation System ("Defendant" or "CT Corp") as an hourly non-exempt employee in the State of California (the "Settlement Class") during the period from May 25, 2018 through May 22, 2023 (the "Class Period"). The settlement resolves a class and representative action lawsuit filed in Orange County Superior Court, entitled *Edward Cruz v. CT Corporation System*, Case No. No. 30-2022-01261966-CU-OE-CXC ("the Action"). Plaintiff alleges that Defendant failed to: pay all wages due, including minimum and overtime wages; provide compliant meal and rest periods or premium compensation in lieu thereof; properly pay vested vacation; timely and properly pay final wages upon separation of employment; issue accurate and complete itemized wage statements; and reimburse employee business expenses. Plaintiff also brings a claim for civil penalties under California's Labor Code Private Attorneys General Act ("PAGA").

Defendant denies liability for all claims and contends that its policies and practices comply with the law. The Settlement avoids costs and risks of continuing the Action; pays money to employees; and releases Defendant from liability from the claims that were or could have been asserted in the Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring CT Corp to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring CT Corp to fund Individual PAGA Payments to PAGA Settlement Employees and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, the Workweeks you are credited with working during the Class Period and PAGA Period according to Defendant's records are shown in the chart below. The amount you may receive will depend on several factors. (If no weeks worked are stated for the PAGA Period, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

[CLASS MEMBER NAME]

[ID/CONTROL NUMBER]

Two Parts	Weeks Worked During: Class Period (Class Member) and PAGA Period (If Applicable)	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
PAGA Settlement Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

If you believe that you worked different weeks during either period than Defendant's records show in the chart above, you can submit a dispute by **DATE**, 2023 ("Response Deadline"). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff as a Service Award and to Plaintiff's attorneys ("Class Counsel") for their requested fees and costs. If the Settlement is approved the Court will enter an order and judgment that requires Defendant to make payments under the Settlement and bars Class

Members and PAGA Settlement Employees from asserting certain claims against Defendant as described in Question 3 below.

Based on Defendant's records showing that you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT IF THE SETTLEMENT IS APPROVED	To receive a cash payment from the Settlement, no further action is required on your part. If you do nothing and the Court approves the Settlement, you will be mailed a settlement payment and you will release certain claims. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do <u>not</u> wish to participate in the settlement of the Class Claims, you may "opt-out" of the settlement of the Class Claims, but not the PAGA settlement. If you choose to opt-out, you must submit a Request for Exclusion Form by [REDACTED], 2023 (see Section 6 for more details on how to opt-out). If you opt-out, you cannot object to the Class Settlement and you will receive no money from the class settlement but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations. If you are a PAGA Settlement Employee you will be paid a share of the PAGA Payment and will be bound by the PAGA Release, as detailed below
OBJECT TO THE SETTLEMENT	If you decide to object to the settlement of the Class Claims, you must submit an Objection Form stating why you object to the settlement by [REDACTED], 2023 (see Section 7 for details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to dispute your credited Weeks Worked). Defendant's records will be presumed correct, but you may provide evidence to the Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT EXPECTED OR REQUIRED	
DATE: INSERT DATE, 2023 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can object to the Settlement prior to or at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff and Class Representative, Edward Cruz, is a former CT Corp employee. On May 22, 2022, Plaintiff filed the class and representative Action against Defendant, which alleges the following violations of the California Labor Code: failure to pay minimum and overtime wages, failure to provide meal periods and rest breaks and failure to pay meal and rest period premiums, failure to reimburse business expenses, failure to properly pay all vested vacation, failure to timely pay wages each period and upon separation of employment, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

In preliminarily approving the Settlement, the Court did not make any determination in favor of Plaintiff or Defendant. There has been no decision on the merits or trial. Instead, both sides conducted investigations and analysis of the facts and applicable law, and hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations and it strongly disputes that any of Plaintiff’s claims have merit.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Settlement Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$950,000 as the Settlement Amount. Defendant has agreed upon final approval of the Settlement to deposit the Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if any Participating Class Member objects to the proposed Settlement or the Judgment is appealed.

2. Court Approved Payments from the Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following payments from the Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to one-third of the Settlement Amount to Class Counsel for attorneys’ fees (\$316,666.66) and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500 to the Class Representative as a Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative’s Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$7,000 to the Administrator for services administering the Settlement.
- D. Up to \$90,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% to Individual PAGA Payments to all PAGA Settlement Employees, which will be divided based on their share of Weeks Worked during the PAGA Period.

3. Net Settlement Distributed to Class Members. After subtracting the above payments in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages (“Wage Portion”) and 75% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled. All unclaimed funds will be paid to a court-approved *cy pres* beneficiary consistent with California Code of Civil Procedure § 384 (“Cy Pres Recipient”). The Parties are proposing Public Counsel, which is a not-for-profit public interest law organization, as the Cy Pres Recipient for this Settlement.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion and Objections (if any). The Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Settlement Amount and an additional amount to pay employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages, expenses or penalties based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release: All Participating Class Members, on behalf of themselves and their respective representatives, agents, heirs, and assigns, release the Released Parties from any and all claims and/or causes of action that were or could have been pled based on the facts alleged in the Complaint and/or the LWDA Notice, including but not limited to, any claim for: (a) failure to pay minimum wages, (b) failure to pay overtime wages (including failure to include additional earned compensation in the calculations for the regular rate of pay), (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to carry over (including due to forfeiture of unused PTO) or pay vested vacation/PTO, (g) failure to timely pay wages during or upon separation of employment, (h) failure to provide accurate itemized wage statements, (i) unfair and unlawful competition, and (j) all other claims for statutory penalties based on such alleged violations, claims based on such alleged facts that could have been brought under the Fair Labor Standards Act (“FLSA”) or under any applicable California Industrial Welfare Commission Wage Order; related common law claims for conversion, other alleged tortious conduct, breach of contract, and misrepresentation; and any other derivative claims under California law including claims for liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief.

10. Release of Released PAGA Claims. Regardless of whether you exclude yourself from the Class Settlement, after the Court’s judgment is final, and Defendant has paid the Settlement Amount, Plaintiff on behalf of himself, the State of California and the PAGA Settlement Employees shall release the Released Parties from any and all PAGA claims and/or causes of action that were or could have been pled based on the alleged facts and violations set forth in the Complaint and/or the LWDA Notice, including all PAGA claims seeking civil penalties that premised upon (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to carry over or pay vested vacation, (g) failure to timely pay wages during and upon separation of employment, (h) failure to provide accurate itemized wage statements, and (i) all other claims for civil penalties recoverable under PAGA based on the facts or claims alleged in the Complaint. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

4. HOW IS MY SETTLEMENT PAYMENT CALCULATED?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of Weeks Worked by all PAGA Settlement Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual PAGA Settlement Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until **INSERT DATE HERE** (“Response Deadline”) to dispute the number of Workweeks credited to you by submitting evidence to the Administrator.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of weeks worked based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek disputed based on your submission and on input from Class Counsel and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW AND WHEN WILL I GET PAID?

1. Participating Class Members and PAGA Settlement Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt-out) and PAGA Settlement Employee. The single check will combine the Individual Class Payment and, if applicable, the Individual PAGA Payment.

2. PAGA Settlement Employees Only. If you opted out of the Class settlement, but qualify as an PAGA Settlement Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to you. .

3. Individual Payments will be mailed to Participating Class Members and PAGA Settlement Employees if the Court grants final approval of the Settlement. How long that will be after the Final Approval Hearing depends on several factors, including whether anyone objects to the Settlement or appeals the Court’s approval.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline, by completing, signing, and mailing the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before the Response Deadline (as a reminder, **the “Response Deadline” is DATE, 2023**).

If you submit a timely Request for Exclusion from the Class Settlement (1) will not have any rights under the Class Settlement, including the right to object to, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, except as to the release of PAGA claims.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members (those who do not elect to be excluded from the Settlement) have the right to object to the Settlement. If you remain a Participating Class Member, and you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing or in person or via audio/video appearance at the Final Approval Hearing. **The deadline for sending written objections to the Administrator is [REDACTED], 2023 (the “Response Deadline”).**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, on the enclosed Objection Form or another method stating your objection, and include any and all evidence and supporting papers. The Objection Form or other method and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed in Section 9 on the Objection Form, **postmarked** on or before the Response Deadline of [REDACTED], 2023. If you do not comply with these procedures and the deadline for objections, the Court may choose not to consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement.

As a Participating Class Member, you can personally state objections to the Settlement (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], 2023, the Court will hold a public hearing in Department CX101 of the Civil Complex Center for the Superior Court for the State of California, County of Orange, 751 W. Santa Ana Blvd., Santa Ana, CA 92701 for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payment to the LWDA, and whether to approve Plaintiff’s request for the Service Award. This hearing may be continued or rescheduled by the Court without further notice to you other than by you checking the Court’s docket. If you do not object to the proposed Settlement you can but do not need to appear at the hearing and do not need to take any other action. Class Counsel will answer any questions the Judge may have.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail but obtained it and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail.

Settlement Administrator
Name
Mailing Address
Telephone Number

For your convenience, the Administrator has uploaded various documents for this case to the following website: **PLEASE INSERT URL HERE**. Should you desire any additional information, or if you wish to communicate directly with Class Counsel or Defendant’s Counsel, you may contact them at the contact information noted here:

Class Counsel	Defendant's Counsel
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	John S. Battenfeld Tuyet T. Nguyen Lu <i>john.battenfeld@morganlewis.com</i> <i>tuyet.nguyen@morganlewis.com</i> Morgan, Lewis & Bockius LLP 300 South Grand Avenue Twenty-Second Floor Los Angeles, CA 90071-3132 Tel: (213) 612-2500 Fax: (213) 612-2501

You may also seek advice from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on [REDACTED], 2023 and which is available to be inspected at any time during regular business hours at the Office of the Clerk, Orange County Superior Court, at 700 Civic Center Drive West, Santa Ana, CA 92701, during regular court hours.

**DO NOT WRITE OR TELEPHONE THE SUPERIOR COURT
TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

10. WHAT IF I DON'T GET OR I LOSE MY SETTLEMENT CHECK?

If the settlement is approved but you do not receive or you lose or misplace your settlement check before cashing it, you should contact the Administrator who will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF MY ADDRESS HAS CHANGED?

To ensure that you receive your check, you should immediately notify the Administrator if you have moved or otherwise changed your mailing address.

REQUEST FOR EXCLUSION FORM

Edward Cruz v. C T Corporation System

Orange County Superior Court, Case No. 30-2022-01261966-CU-OE-CXC

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Cruz v. C T Corporation System* (Orange County Superior Court Case No. 30-2022-01261966-CU-OE-CXC). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than an Individual PAGA Payment if I qualify as an Aggrieved Employee (see first page of the Court Approved Notice of Class Action Settlement).

Signed on _____, 2023

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name

Mailing Address

Telephone Number

OBJECTION FORM

Edward Cruz v. C T Corporation System

Orange County Superior Court, Case No. 30-2022-01261966-CU-OE-CXC

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Cruz v. C T Corporation System*, on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2023

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT OBJECTION DEADLINE]:

Settlement Administrator:

Name
Mailing Address
Telephone Number