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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ORANGE
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11 EDWARD CRUZ, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.

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

18 Defendants.
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Case No.: 30-2022-01261966-CU-OE-CXC
*[Assigned to Hon. Melissa McCormick, Dept
CX104, for all purposes]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT; AND [PROPOSED]
FINAL ORDER AND JUDGMENT**

Hearing

Date: March 14, 2024

Time: 2:00 p.m.

Dept: CX104

Complaint filed: May 25, 2022

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD

2 Plaintiff Edward Cruz's ("Plaintiff" or "Class Representative") unopposed Motion for
3 Final Approval of Class and PAGA Representative Action Settlement in the above-captioned
4 matter came on for hearing before this Court on March 14, 2024. On good cause shown, and
5 pursuant to the authority of California statutory and case law, this Court finds that the settlement
6 between Plaintiff and Defendant CT Corporation System ("Defendant" or "CT Corp") was made
7 in good faith and is fair, reasonable, and adequate. The Court grants the motions and enters
8 judgment consistent with the following:

9 1. Plaintiff's Motion for Final Approval of Class and PAGA Representative
10 Action Settlement is hereby **GRANTED**.

11 2. Plaintiff's Motion for Award of Attorneys' Fees, Litigation Expenses, and
12 Representative Service Award is hereby **GRANTED**.

13 3. The definitions set out in Class Action and PAGA Representative Action
14 Settlement Agreement and Release of Claims (the "Settlement Agreement" or "Settlement") are
15 incorporated by reference into this Order; all terms defined therein shall have the same meaning
16 in this Order. (The Settlement Agreement, including the Amendment, is on file with the Court's
17 Register of Actions # 64 as Exhibit 2)

18 4. Consistent with the Court's Preliminary Approval Order of November 6, 2023
19 ("Preliminary Approval Order"), the Court grants final certification to the following settlement
20 classes (collectively referred to as "Settlement Class Members") for purposes of settlement only:

21 a. Settlement Class Members: All current and former non-exempt (hourly
22 paid) employees employed by Defendant in California at any time from
23 May 25, 2018 through May 22, 2023.

24 b. PAGA Settlement Employees: All current and former non-exempt (hourly
25 paid) employees employed by Defendant in California at any time from
26 May 25, 2021 through May 22, 2023.

1 5. Pursuant to the Preliminary Approval Order, the Settlement Administrator
2 sent the Class Notice and Notice Packet, as approved by the Court, to the Settlement Class
3 Members in accordance with the procedures set forth in the Settlement Agreement. The Class
4 Notice and Notice Packet informed Settlement Class Members of the existence and terms of the
5 Settlement, their right to receive their share of the Settlement, the estimated amount of
6 workweeks/amount they could expect to receive under the Settlement and how to dispute their
7 workweeks, their right to request exclusion from the Settlement, and their right to object to the
8 Settlement. Adequate periods of time were provided by each of these procedures.

9 6. None of the Settlement Class Members requested to be excluded from the
10 Settlement Class. None of the Settlement Class Members objected to the Settlement.

11 7. The Court finds and determines that this notice procedure as set forth in the
12 Settlement Agreement and effectuated by the Settlement Administrator afforded adequate
13 protections to Settlement Class Members and fully and accurately informed the Settlement Class
14 Members of all material aspects of the Settlement. The Court finds and determines that the notice
15 provided in this case was the best notice practicable, which satisfied the requirements of law and
16 due process.

17 8. The Court finds and determines that the terms of the Settlement Agreement
18 are fair, reasonable, and adequate to all Settlement Class Members. The Settlement is ordered
19 finally approved, and that all terms and provisions of the Settlement should be and hereby are
20 ordered to be consummated.

21 9. Pursuant to the Preliminary Approval Order, the Court approved the definition
22 and disposition of the Gross Settlement Amount of \$950,000.00, which is inclusive of: attorneys'
23 fees ((1/3) of the Gross Settlement Amount - \$316,666.66) and costs (\$15,609.91); a Class
24 Representative's Service Award of \$7,500.00 to Plaintiff; settlement administration costs of
25 \$7,000.00; and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of
26 \$90,000.00, of which \$67,500.00 (75%) will be paid to the Labor and Workforce Development
27 Agency ("LWDA") and \$22,500.00 to PAGA Settlement Group Members. The Gross Settlement
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Amount expressly excludes Employer Taxes, which will be paid separately on the wages portion of the Gross Settlement Amount.

10. Class Counsel's application for an award of attorneys' fees in the amount of \$316,666.66 and for an award of costs in the amount of \$15,609.91 is granted and shall be paid from the Gross Settlement Amount, according to the terms of the Settlement Agreement. The Court hereby grants final approval to and orders those amount(s) be paid out of the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

11. The Court finds and determines that the Class Representative's Service Award of \$7,500 to Plaintiff is fair and reasonable. The Court hereby grants final approval to and orders that the payment of the Class Representative's Service Award be paid out of the Gross Settlement Amount as provided by the Settlement Agreement.

12. The Court finds and determines that the total payment to the Settlement Administrator, Phoenix Settlement Administrators, in the sum of \$7,000.00 for claims administration expenses in completing its duties pursuant to the terms of the Settlement Agreement is fair and reasonable. The Court hereby grants final approval to and orders that the payment of said amount be paid from the Gross Settlement Amount as provided for by the Settlement Agreement.

13. The Court finds and determines the payment of \$67,500.00 (75% share of the \$90,000.00 allocation) to the LWDA in settlement of the LWDA's share of the penalties alleged by Plaintiff and compromised under the Settlement Agreement is fair and reasonable. The Court hereby grants final approval to and orders that the payment of said amount be paid to the LWDA from the Gross Settlement Amount as provided for by the Settlement Agreement.

14. The Court finds and determines that the Individual Settlement Payments to be paid to the Settlement Class Members as provided for by the Settlement Agreement are fair and reasonable. The Court hereby grants final approval to and orders the Individual Settlement Payments to be made in accordance with the terms of the Settlement Agreement.

1 15. As none of the Settlement Class Members requested to be excluded from, or
2 objected to, the Settlement, all Settlement Class Members are bound by the Settlement, and the
3 Released Claims as defined in the Settlement Agreement against the Released Parties. Further,
4 consistent with the Settlement Agreement, all PAGA Settlement Group Members are bound by
5 the Settlement Agreement, regardless of whether he or she receives, cashes, and/or deposits their
6 Individual Settlement Payment check.

7 16. All Class Representative Released Claims and Released Claims against the
8 Released Parties by the Settlement Class Members that have been, or might have been, asserted
9 by any Settlement Class Member, in accordance with the terms of the Settlement Agreement, are
10 hereby released, and all such Settlement Class Members shall be forever barred from pursuing
11 any of the Class Representative Released Claims and Released Claims as set forth and defined in
12 the Settlement Agreement against the Released Parties.

13 a. Consistent with the Settlement Agreement, “Released Parties”
14 shall mean Defendant, and its parents, subsidiaries, affiliates, predecessors, successors,
15 predecessors, and its and their directors, owners, shareholders, officers, agents, attorneys,
16 servants, joint employers and employees, past and present, and each of them and anyone acting
17 in concert with foregoing.

18 b. Consistent with the Settlement Agreement, “Released Class
19 Claims” shall mean collectively any and all claims and/or causes of action that were or could
20 have been pled based on the facts alleged in the Complaint and/or the LWDA Notice, including
21 but not limited to, any claim for: (a) failure to pay minimum wages, (b) failure to pay overtime
22 wages (including failure to include additional earned compensation in the calculations for the
23 regular rate of pay), (c) failure to provide meal periods, (d) failure to provide rest breaks, (e)
24 failure to reimburse business expenses, (f) failure to carry over (including due to forfeiture of
25 unused PTO) or pay vested vacation/PTO, (g) failure to timely pay wages during or upon
26 separation of employment, (h) failure to provide accurate itemized wage statements, (i) unfair
27 and unlawful competition, and (j) all other claims for statutory penalties based on such alleged
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1 violations, claims based on such alleged facts that could have been brought under the Fair Labor
2 Standards Act (“FLSA”) or under any applicable California Industrial Welfare Commission
3 Wage Order; and any other derivative claims under California law including claims for
4 liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs,
5 expenses, restitution, and equitable and declaratory relief.

6 c. Consistent with the Settlement Agreement, “Released PAGA
7 Claims” means any and all PAGA claims and/or causes of action that were or could have been
8 pled based on the alleged facts and violations set forth in the Complaint and/or the LWDA
9 Notice, including all PAGA claims seeking civil penalties that premised upon (a) failure to pay
10 minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d)
11 failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to carry over
12 or pay vested vacation, (g) failure to timely pay wages during and upon separation of
13 employment, (h) failure to provide accurate itemized wage statements, and (i) all other claims for
14 civil penalties recoverable under PAGA based on the facts or claims alleged in the Complaint.
15 The time period governing the Released PAGA Claims shall be any time during the PAGA
16 Period.

17 17. This Final Approval Order is a final judgment for purposes of appeal and this
18 document shall be considered notice of entry of such judgment. The Settlement is not an
19 admission by Defendant, nor is this Order and Final Judgment a finding of the validity of any
20 allegations or of any wrongdoing by Defendant. Neither this Order and Final Judgment, the
21 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
22 shall be construed or deemed an admission by Defendant or finding by the Court of any liability,
23 violation, or wrongdoing on the part of Defendant. There being no just reason for delay in the
24 entry of final Judgment, the Clerk is hereby directed to enter Judgment thereon.

25 18. Pursuant to California Rules of Court, rule 3.769(h), this Court retains
26 jurisdiction over the parties to the Settlement Agreement to enforce this judgment.

1 **IT IS SO ORDERED.**

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3 DATED: _____

4 Honorable Melissa McCormick
5 Judge of the Superior Court
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