

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiffs,

vs.

C T CORPORATION SYSTEM., a Delaware
Corporation,

Defendants.

Case No.: 30-2022-01261966-CU-OE-CXC

*[Assigned to Hon. Melissa R. McCormick,
Dept CX104, for all purposes]*

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

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 June 28, 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, and in the best interests of the class members.
8 The Court grants the motions and enters 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 attached as Exhibit A to
17 the Order Granting Preliminary Approval (ROA 74).

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. None of
11 the Settlement Class Members submitted a dispute.

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

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

22 9. Pursuant to the Preliminary Approval Order, the Court approved the definition
23 and disposition of the Gross Settlement Amount of \$950,000.00, which is inclusive of: attorneys'
24 fees ((1/3) of the Gross Settlement Amount - \$316,666.66) and costs (\$15,540.80); a Class
25 Representative's Service Award of \$7,500.00 to Plaintiff; settlement administration costs of
26 \$7,000.00; and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of
27 \$90,000.00, of which \$67,500.00 (75%) will be paid to the Labor and Workforce Development
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Agency (“LWDA”) and \$22,500.00 to PAGA Settlement Group Members. The Gross Settlement 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 \$15,540.80 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 Class Claims as defined in the Settlement Agreement against the Released Parties.
4 Further, consistent with the Settlement Agreement, all PAGA Settlement Group Members are
5 bound by the Settlement Agreement, regardless of whether he or she receives, cashes, and/or
6 deposits their Individual Settlement Payment check.

7 16. The Court finds that the instant Action presented a good faith dispute of the
8 claims alleged, and the Court finds in favor of settlement approval. The Released Class Claims
9 and the Released PAGA Claims are released as set forth in the Settlement Agreement.

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

14 18. The Settlement Administrator shall post this Order and Judgment on its
15 website for a period of 180 days after this Order/Judgment is entered.

16 19. Upon entry of this Order and Judgment, Defendant is directed to fund the
17 Settlement Amount in accordance with the Settlement Agreement and the timeline set forth
18 below. The Settlement Administrator is directed to calculate the Participating Class Member’s
19 Individual Settlement Payments from the Net Settlement Amount, as well as the Aggrieved
20 Employees’ individual payments, and issue all payments in accordance with the Settlement
21 Agreement and the timeline set forth below:

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June 28, 2024	Final Approval Hearing
61 days following the date this Order and Judgment is entered (if no timely appeal is filed)	The Effective Date occurs.
20 calendar days after the Effective Date	Defendant is directed to deposit the Settlement Amount into the Qualified Settlement Fund, including its share of payroll taxes as calculated by the Settlement Administrator.
10 calendar days after Defendant's deposit of the Settlement Amount into the Qualified Settlement Fund	Settlement Administrator to issue all Individual Settlement Payments.
180 calendar days after the Settlement Administrator issues Individual Settlement Payments (Est. March 25, 2025)	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
9 court days before April 10, 2025	Class Counsel to submit a final accounting report regarding the status of the settlement administration. The final report must include all information necessary for the court to determine the total amount actually paid to class members and any amounts tendered to the State Controller's Office under the unclaimed property law.
April 10, 2025 at 9:00 a.m.	Final accounting hearing

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

1 entry of final Judgment, the Clerk is hereby directed to enter Judgment thereon.

2 21. Pursuant to California Rules of Court, rule 3.769(h) and California Code of
3 Civil Procedure section 664.6, this Court retains jurisdiction over the parties to the Settlement
4 Agreement to enforce this judgment.

5 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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8 DATED: June 28, 2024



Melissa R. McCormick
Judge of the Superior Court