

Brian J. Mankin, Esq. [SBN 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [SBN 295611]
peter@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

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;

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. Melissa McCormick, Dept
CX104, for all purposes]*

**DECLARATION OF LLUVIA ISLAS OF
PHOENIX SETTLEMENT
ADMINISTRATORS IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing
Date: March 14, 2024
Time: 2:00 p.m.
Dept.: CX104

Complaint filed: May 25, 2022

1 **DECLARATION OF LLUVIA ISLAS**

2
3 I, Lluvia Islas, declare as follows:

4 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-
5 appointed Class Action Settlement Administrator for *Edward Cruz v. C T Corporation System* (the
6 “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I
7 could and would testify competently to such facts.

8 2. Phoenix was selected by the Parties to provide notice of the Settlement and perform
9 class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA
10 Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix is responsible for:
11 (i) preparing, translating, printing, and mailing the *Court Approved Notice of Class Action*
12 *Settlement and Objection Form* (“Notice”); (ii) responding to any inquiries from Class Members;
13 (iii) calculating the number of weeks each Class Member worked during the period from May 25,
14 2018 to May 22, 2023 (“Class Period”) and the number of pay periods that each Aggrieved
15 Employee worked during the time period from May 25, 2021 to May 22, 2023 (“PAGA Period”);
16 (iv) determining the validity of any letters indicating a request to be excluded from the Class
17 Settlement (“Requests for Exclusion”), any written objections to the Class Settlement
18 (“Objections”), and/or any disputes regarding the number of Workweeks submitted by Class
19 Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class
20 Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them
21 to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii)
22 issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payment to
23 Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii)
24 such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the
25 Court orders.
26

27 3. On November 24, 2023, Phoenix received a data file from Defense Counsel that
28 contained names, last known mailing addresses, Social Security numbers, and number of Class

1 Period Workweeks worked by each Class Member (“Class List”) during the Class Period and
2 PAGA Period. The final mailing list contained two hundred five (205) individuals identified as
3 Class Members.

4 4. On November 24, 2023, Phoenix conducted a National Change of Address
5 (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A
6 search of this database provides updated addresses for any individual who has moved in the
7 previous four (4) years and notified the U.S. Postal Service of their change of address.

8 5. On December 7, 2023, Phoenix mailed the Notice via U.S. first class mail, to all
9 two hundred five (205) Class Members on the Class List. A true and correct copy of the mailed
10 Notice is attached hereto as **Exhibit A**.

11 6. As of the date of this declaration, thirteen (13) Notices have been returned to
12 Phoenix. None were returned with a forwarding address. For the thirteen (13) Notices returned
13 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
14 address using idiCORE, one of the most comprehensive address databases available for skip
15 tracing. Of the thirteen (13) Notices that were skip traced, ten (10) updated addresses were obtained
16 and the Notice was promptly re-mailed to those Class Members via first class mail.

17 7. As of the date of this declaration, three (3) Notices remain undeliverable, because
18 an updated address could not be obtained via skip trace.

19 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
20 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
21 February 5, 2024.

22 9. As of the date of this declaration, Phoenix has received zero (0) Notices of
23 Objection from Class Members. The deadline for objecting to the Class Settlement was February
24 5, 2024. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from
25 Class Members. The deadline for submitting a dispute was February 5, 2024.

26 10. The Escalator Clause of the Settlement Agreement indicates, if the actual number
27 of Workweeks through May 22, 2023 (as reported in the Class Data) exceeds 35,000 total
28

1 Workweeks, then Defendant will proportionally increase the Settlement Amount. Since the total
2 number of Workweeks did not exceed 35,000, the Escalator Clause was not triggered.

3 11. The Net Settlement Amount of \$513,223.43 available to pay Settlement Class
4 Members was determined by subtracting the requested Class Counsel attorneys' fees
5 (\$316,666.66), and Class Counsel costs (\$15,609.91), requested Enhancement Payment to Plaintiff
6 Cruz (\$7,500.00), the PAGA Amount (\$90,000.00), and the requested Settlement Administration
7 Costs (\$7,000.00) from the Gross Settlement Amount (\$950,000.00).

8 12. There are two hundred five (205) Class Members who did not submit timely and
9 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
10 100% of the Class. Settlement Class Members have worked a collective total of twenty-seven
11 thousand two hundred fifty-nine (27,259) Workweeks during the Class Period. The highest
12 Individual Settlement Share to be paid is approximately \$4,914.02, the lowest Individual
13 Settlement Share to be paid is approximately \$18.83 and the average Individual Settlement Share
14 to be paid is approximately \$2,503.53. Settlement Class Members will be issued payment of their
15 Individual Settlement Shares subject to reduction for the Settlement Class Member's share of taxes
16 and withholdings with respect to the wages portion of the Individual Settlement Share (the net
17 payment is their "Individual Settlement Payment"). Pursuant to the Settlement, Defendant has
18 agreed to fund the employer-side taxes due separately and apart from the Gross Settlement
19 Amount.
20

21 13. Additionally, \$90,000.00 of the Gross Settlement Amount has been allocated
22 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
23 \$67,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
24 or \$22,500.00, shall be paid to Aggrieved Employees who are or were employed by Defendant
25 during the PAGA Period. There are one hundred fifty-seven (157) Aggrieved Employees who
26 worked a total of eleven thousand five hundred sixty-two (11,562) pay periods during the PAGA
27 Period. The highest Individual PAGA Payment to be paid is approximately \$204.33, the lowest
28

individual PAGA Payment to be paid is \$1.95 and the average Individual PAGA Payment to be paid is approximately \$143.31.

14. Phoenix's costs associated with the administration of this matter are \$7,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B.**

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed this 22nd day of February 2024, at Orange, California.

Lluvia Islas

LLUVIA ISLAS

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.)

«First_Name» «Last_Name» «PSA_ID»

Two Parts	Weeks Worked During: Class Period (Class Member) and PAGA Period (If Applicable)	Your Estimated Share
Class Member	«Total_Weeks» (During Class Period)	«ESA_Before_Paga» (Individual Class Payment)
PAGA Settlement Employee	«PAGA_Work_Weeks» (During PAGA Period)	«PAGA_Amount» (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 February 5, 2024, ("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 February 5, 2024 (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 February 5, 2024, or orally object at the Final Approval Hearing (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, and the Court will render a final decision.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT EXPECTED OR REQUIRED	
DATE: MARCH 14, 2024 TIME: 2:00 P. 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 withholding 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, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name.

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; 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.

As used herein, “Released Parties” means Defendant, and its parents, subsidiaries, affiliates, predecessors, successors, predecessors, and its and their directors, owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with foregoing.

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 February 5, 2024, (“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 attempt to resolve Workweek disputed based on your submission and on input from Class Counsel and Defendant’s Counsel, but the Court will have the right to review any initial decision made by the Administrator along with the evidence submitted. 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 February 5, 2024**).

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 February 5, 2024, (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 February 5, 2024. Alternatively, you may make an oral objection at the Final Approval Hearing; you are not required to file a notice of intent to appear in advance of the Hearing. The Court will consider all oral objections made in person or through counsel at the Final Approval Hearing regardless of whether a written objection has been submitted. 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 March 14, 2024, at 2:00 p.m., the Court will hold a public hearing in Department CX104 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
Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773

For your convenience, the Administrator has uploaded key case documents (including the operative complaint, PAGA Notice letter to the LWDA, Settlement Agreement and Amendment thereto, the Class Notice Packet, and Orders granting Preliminary Approval, Final Approval and the Judgment) for this case to the following website: www.cruz-v-ct-corporation-system.phoenixcases.com.

. The website will be active for at least 180 days. 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. brian@LMLfirm.com Peter Carlson, Esq. peter@LMLfirm.com Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	John S. Battenfeld Tuyet T. Nguyen Lu john.battenfeld@morganlewis.com tuyet.nguyen@morganlewis.com 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 and Amendment thereto, containing the complete terms of the proposed Settlement, which is posted on the Administrator's website (above), as well as on file with the Court and attached to the Supplemental Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on November 6, 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.

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:

«First_Name» «Last_Name»

«Address_1»

«City», «State» «ZIP_Code»

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)☐ **NO: STOP HERE -- DO NOT RETURN THIS FORM**☐ **YES: COMPLETE THE FOLLOWING BELOW 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

_____ «First_Name» «Last_Name»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN FEBRUARY 5, 2024:

Settlement Administrator:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

Questions? Please Call: (800) 523-5773

REQUEST FOR EXCLUSION FORM

Edward Cruz v. C T Corporation System

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

«First_Name» «Last_Name»

«Address_1»

«City», «State» «ZIP_Code»

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

«First_Name» «Last_Name»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN FEBRUARY 5, 2024:

Settlement Administrator:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	205
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	205
Subtotal Admin Only	\$7,530.25

TOTAL COSTS	\$7,000.00
--------------------	-------------------

February 21, 2024

Case: Edward Cruz v. C T Corporation System Invoice

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$150.00	1	\$150.00
Call Center & Long Distance	\$2.00	33	\$66.00
NCOA (USPS)	\$62.50	1	\$62.50
Total			\$678.50

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	1	\$100.00
Data Merge & Duplication Scrub	\$0.10	205	\$20.50
Notice Packet & Opt-Out Form	\$1.30	205	\$266.50
Estimated Postage (up to 1 oz.)	\$0.61	205	\$125.05
Static Website	\$100.00	1	\$100.00
Total			\$612.05

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$0.85	63	\$53.55
Remail Notice Packets	\$0.75	60	\$45.00
Estimated Postage	\$0.61	60	\$36.60
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$350.15

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	2	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	8	\$80.00
Case Manager	\$85.00	3	\$255.00
Total			\$1,000.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	1	\$135.00
Programming Manager	\$95.00	1	\$95.00
QSF Fees, Bank Account & EIN	\$135.00	1	\$135.00
Check Run Setup & Printing	\$135.00	4	\$540.00
Mail Class Checks, W2 and 1099 *	\$0.90	205	\$184.50
Estimated Postage Checks, W2 and 1099	\$0.61	205	\$125.05
Total			\$1,484.55

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	3	\$345.00
Remail Undeliverable Checks (Postage Included)	\$1.70	50	\$85.00
Case Associate	\$55.00	4	\$220.00
Reconcile Uncashed Checks	\$85.00	5	\$425.00
Conclusion Reports	\$115.00	3	\$345.00
Case Manager Conclusion	\$85.00	4	\$340.00
Final Reporting & Declarations	\$115.00	3	\$345.00
Uncashed Check QSF Tax Filing	\$300.00	1	\$300.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$3,405.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$7,530.25