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

14 Plaintiff,

15 vs.

16 CUMMINS INC., an Indiana Corporation;
17 and DOES 1 through 20, inclusive;

18 Defendants.
19

Case No.: 30-2023-01319123-CU-OE-CXC
*[Assigned to the Hon. William Claster, Dept
CX101, for all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT; AND
ENTRY OF JUDGMENT**

20 Plaintiff Matthew Norton’s Motion for Final Approval of the Settlement (the “Final
21 Approval Motion”) as set forth in the Amended Class and PAGA Action Settlement Agreement
22 and Class Notice (“Settlement Agreement”)¹ came for a hearing in the above-entitled court. The
23 Final Approval Motion was unopposed by Defendant Cummins Inc. (“Defendant” or
24 “Cummins”).

25 Having considered the Final Approval Motion, the Settlement Agreement, the
26 Declarations, and all other materials properly before the Court and having conducted an inquiry
27 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement

28 ¹ The Settlement Agreement was attached as Exhibit 4 to the Supplement Declaration of Brian J. Mankin In Support
of Motion for Preliminary Approval of Class action Settlement, filed on April 17, 2025 and designated as ROA #75

1 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
2 Due and adequate notice having been given to the Class, and the Court having considered the
3 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
4 comments received regarding the proposed settlement, and having reviewed the record in this
5 Action, and good cause appearing,

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

7 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
8 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

9 2. The Court has jurisdiction over the subject matter of this Action, Class
10 Representative Matthew Norton, the Class Members, and Defendant.

11 3. For purposes of effectuating this Order and Judgment, this Court has certified the
12 following class: All current and former non-exempt employees of Defendant who resided and
13 worked for Defendant in California at any time during the Class Period of April 14, 2019,
14 through the date of Preliminary Approval, which is May 2, 2025. The Court deems this
15 definition sufficient for purposes of California Rules of Court, rule 3.765(a).

16 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: All
17 current and former non-exempt employees of Defendant who resided and worked for Defendant
18 in California at any time during the PAGA Period, which is April 13, 2022, through the date of
19 Preliminary Approval, which is May 2, 2025.

20 5. The Court finds that the distribution of the Class Notice, as provided for in the
21 Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable
22 under the circumstances to all Class Members and fully met the requirements of California law
23 and due process under the California and United States Constitution. Based on evidence and
24 other material submitted, the actual notice to the class was adequate.

25 6. The Court finds that the instant Action presented a good faith dispute of the
26 claims alleged, and the Court finds in favor of settlement approval.

27 7. Class Counsel provided notice of the requested approval of the PAGA settlement
28 to the LWDA through the online submission portal on June 12, 2025, and notice of this Order

1 and Entry of Judgment shall be given by Plaintiff to the LWDA by submission through the
2 online system established for the filing of notices and documents, in conformity with Labor Code
3 section 2699, subdivision (s)(3).

4 8. The Released Class Claims on behalf of the Participating Class Members
5 includes:

6 Any and all claims, rights, demands, liabilities, and causes of action that were alleged, or
7 reasonably could have been alleged, whether contingent or accrued, during the Class
8 Period, based on the facts stated in the Complaint, including: (a) failure to pay minimum
9 and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal
10 periods or compensation in lieu thereof; (d) failure to provide rest periods or
11 compensation in lieu thereof; (e) failure to reimburse business expenses; (f) failure to
12 timely pay all wages during employment; (g) failure to timely pay all wages due upon
13 separation of employment; (h) failure to furnish accurate itemized wage statements; and
14 (i) violations of California's Unfair Competition Law, which were premised on violations
of Labor Code §§ 200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221-223, 225.5, 226,
226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199
and 2802, and applicable Industrial Welfare Commission Wage Orders, including any
penalties, damages, restitution, losses, disgorgement, liquidated damages, interest,
attorneys' fees, fines, debts, obligations, costs and expenses relating to these claims.

15 9. The Released PAGA Claims on behalf of the Aggrieved Employees included:

16 All claims or causes of action for PAGA penalties, that were alleged, or reasonably could
17 have been alleged, whether contingent or accrued, during the PAGA Period, in the
18 Complaint and/or in the LWDA Notice Letter, based on the facts stated in the Complaint
19 and in the LWDA Notice Letter, including: (a) failure to pay minimum and straight time
20 wages; (b) failure to pay overtime wages; (c) failure to provide meal periods or
21 compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu
22 thereof; (e) failure to reimburse business expenses; (f) failure to furnish accurate itemized
23 wage statements; (g) failure to timely pay all wages during employment; (h) failure to
24 timely pay all wages due upon separation of employment; and (i) failure to furnish
accurate itemized wage statements, which were premised on violations of Labor Code §§
200, 201, 202, 203, 204, 204.1, 208, 210, 218.6, 221-223, 225.5, 226, 226.3, 226.7, 256,
510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and 2802, and
applicable Industrial Welfare Commission Wage Orders.

25 10. There were no objections to the Settlement, and three Requests for Exclusion,
26 which were submitted by Carmen Lizeth Escobedo, Tim A. Tomei, and Matthew Givens. Thus,
27 676 Class Members are Participating Class Members, who are entitled to an Individual Class
28 Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are

entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

11. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

12. The Parties are to bear their own costs, including attorneys' fees, except as otherwise provided in the Settlement Agreement.

13. With respect to the Class and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among the Class Members with respect to the subject matter of the Action; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative has fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for the Class.

14. By this Judgment, the Class Representative shall release, relinquish, and discharge all of the claims in Plaintiff's Release, and each of the Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Class Claims, and all Aggrieved Employees shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released PAGA Claims, all as defined in the Settlement Agreement.

15. Neither the Settlement Agreement nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or Participating Class Members as an admission of, or evidence of, the validity of any of the

Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class Representative or Participating Class Members as an admission of, or evidence of, any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the other Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16. The Gross Settlement Amount to be paid under the Settlement Agreement is \$2,000,000. From this amount, Class Counsel sought attorney's fees of \$666,666.67 and litigation expenses of \$30,000.00, a Service Award to Class Representative Matthew Norton of \$5,000, Administrator Expenses of \$8,000.00 to Phoenix Settlement Administrators (the "Settlement Administrator"), and \$75,000 to the LWDA for PAGA penalties and \$25,000 to the Aggrieved Employees for PAGA Penalties. Defendant does not oppose these requests. In addition, and concurrently with paying the Gross Settlement Amount, Defendant shall separately pay all employer payroll taxes owed on the wage portion of the Individual Class Payments, which shall be reported through the Settlement Administrator. The Court finds that the Gross Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Gross Settlement Amount:

- A) \$666,666.67 to Class Counsel for attorneys' fees;
- B) \$30,000.00 to Class Counsel for litigation expenses;
- C) \$5,000 to Plaintiff and Class Representative Matthew Norton as a Service Award;
- D) \$8,000 to the Settlement Administrator, Phoenix;
- E) \$75,000 to the LWDA;
- F) \$25,000 to the Aggrieved Employees on a pro rata basis;

1 After deducting the foregoing payments from the Gross Settlement Amount, the
2 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
3 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

4 17. The Settlement Administrator is directed to calculate the Participating Class
5 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
6 Payments and issue all such payments in accordance with the Settlement Agreement and this
7 Order/Judgment.

8 18. Concurrently with mailing the settlement checks to the Participating Class
9 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
10 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
11 check for the Participating Class Members, noting the following: "Please be advised that on
12 [insert date], 2025, the Superior Court of California for the County of Orange entered Judgment
13 in the case entitled *Norton v. Cummins, Inc.*, pending in Superior Court of the State of California,
14 County of Orange, Case No. 30-2023-01319123-CU-OE-CXC, on behalf of all current and
15 former non-exempt employees of Defendant who resided and worked for Defendant in California
16 at any time during the Class Period (which is April 14, 2019, through May 2, 2025)."

17 19. The Class Members shall have 180 days to negotiate the settlement check from
18 the date of issuance by the Settlement Administrator. In the event that a Participating Class
19 Member or Aggrieved Employee does not negotiate a check within this time period, the check
20 will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as
21 a result of a failure to timely cash a settlement check shall be issued to the State Controller's
22 Office for the State of California in the name of the Class Member/Aggrieved Employee.

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20. The following dates shall govern for purposes of this implementing this Order/Judgment:

60 Days After the Final Order and Judgment is Entered (assuming no appeal is filed)	The Effective Date occurs.
20 days after the Effective Date.	Defendant shall fund the \$2,000,000 Gross Settlement Amount to the Settlement Administrator, plus Defendant's share of employer-side taxes, as calculated by the Settlement Administrator.
Within 10 days after receipt of Payment	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for attorneys' fees and costs, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator expenses.
180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
360 days after check cashing deadline	Estimated date Settlement Administrator will issue the uncashed check fund to the State Controller (pursuant to the one year hold under the Dormancy requirements).
August 24, 2027	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of forwarding unclaimed funds to the State Controller.
Date: _____, 2027 Time: _____	Disbursement Hearing

1 21. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representative, the Class Members, and Defendant for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

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7 IT IS SO ORDERED.

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9 Dated: _____

10 Hon. William Claster