

FILED
San Diego Superior Court
Central Division

AUG 01 2025

Clerk of the Superior Court
By: A. Yim, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ANNABELLE CRUZ, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

GT INDEPENDENCE SERVICES, LLC , a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 37-2024-00014402-CU-OE-CTL

**[REVISED PROPOSED] FINAL
APPROVAL ORDER AND JUDGMENT**

Hearing Date: August 1, 2025
Hearing Time: 11:00 a.m.

Judge: Hon. Katherine Bacal
Dept.: 63

Date Action Filed: March 27, 2024
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiff Annabelle Cruz (“Plaintiff”) for an order finally approving the
2 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant GT Independence
3 Services, LLC (“Defendant”) and for an award of attorneys’ fees and costs, service payment, and
4 the fees of the Administrator duly came on for hearing on August 1, 2025 before the Honorable
5 Katherine Bacal.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class.

14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Two Million Five Hundred
16 Thousand Dollars (\$2,500,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.

18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

25 5. On February 21, 2025, the Court granted preliminary approval of the Settlement.
26 At this same time, the Court approved conditional certification of the Class for settlement
27 purposes only.

28 **FINAL APPROVAL ORDER AND JUDGMENT**

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1 mediator of wage and hour class actions. There has been no collusion between the parties in
2 reaching the proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. Three (3) requests for exclusion were received.

9 e. The participation rate was high. 2,264 Participating Class Members will be
10 mailed a settlement payment, representing 99.87% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$833,333 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$25,272.66 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 the risks and burdens undertaken by the Plaintiff in the litigation and for their time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members in the manner set forth in the Agreement, transmit payment for
6 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to
7 the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$19,950 in fees and expenses, and this amount is reasonable in
10 light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$50,000, which shall be allocated with 75% (\$37,500) allocated to the LWDA PAGA Payment
14 and 25% (\$12,500) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
15 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total
17 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
18 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
19 Employees" are all individuals who were employed by Defendant in California and classified as a
20 non-exempt employee at any time during the PAGA Period (January 30, 2023 through January
21 31, 2025). The Court finds the PAGA Penalties to be reasonable. All Aggrieved Employees will
22 be sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA
23 Claims as set forth below, whether or not they opt out of the Settlement.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

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28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 15. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who were employed by Defendant in California and classified as a
4 non-exempt employee at any time during the Class Period (March 27, 2020 through
January 31, 2025).

5 16. All persons who meet the foregoing definition are members of the Class, except for
6 those three individuals who filed a valid request for exclusion ("opt out") from the Class. The
7 three individuals who requested exclusion from the Class are listed in Paragraph 11 of the
8 Declaration of Cassandra Polites.

9 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
10 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
11 necessary to pay Defendant's share of payroll taxes thereon by transmitting the funds to the
12 Administrator no later than 21 days after the Effective Date.

13 18. Class Counsel are awarded attorneys' fees in the amount of \$833,333 and costs in
14 the amount of \$25,272.66 . Class Counsel shall not seek or obtain any other compensation or
15 reimbursement from Defendant, Plaintiff or members of the Class.

16 19. The payment of the Class Representative Service Payment in the amount of
17 \$10,000 to the Plaintiff is approved.

18 20. The payment of \$19,950 to the Administrator for their fees and expenses is
19 approved.

20 21. The PAGA Penalties in the amount of \$50,000 are approved and shall be allocated
21 in accordance with the Agreement.

22 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
23 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
24 wrongdoing by Defendant or that this Action was properly brought as a class or representative
25 action or is appropriate for class treatment (other than for settlement purposes). Neither this Final
26 Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any
27 action taken to carry out the Agreement , this Settlement, nor any exhibit, document, statement,
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FINAL APPROVAL ORDER AND JUDGMENT

1 proceeding or conduct related to the Settlement, nor any reports or accounts thereof, is, may be
2 construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing,
3 omission or liability whatsoever, or offered or admitted in evidence as, received as or deemed to
4 be evidence for any purpose adverse to the Defendant. Defendant has denied Plaintiff's
5 allegations, disputes all the claims in this Action, and maintains that it has fully complied with all
6 applicable laws. The entering into or carrying out of the Agreement, and any negotiations or
7 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
8 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
9 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
10 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
11 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
12 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
13 Released PAGA Claims.

14 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
15 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
16 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
17 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
18 to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the
19 LWDA.

20 24. If the Agreement does not become final and effective in accordance with the terms
21 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
22 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
23 revert to their respective positions as of before entering into the Agreement, and expressly reserve
24 their respective rights regarding the prosecution and defense of this Action, including all available
25 defenses and affirmative defenses, and arguments that any claim in the Action could not be
26 certified as a class action and/or managed as a representative action.

27 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

28 FINAL APPROVAL ORDER AND JUDGMENT

25. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiff, and all members of the Class, shall take nothing in the Action.

26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

27. The Parties are authorized to agree to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits attached thereto which are consistent with this Final Approval Order and Judgment and as approved by the Court.

28. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

29. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period.

30. "Released Parties" is defined as, and includes, the Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, affiliates and subsidiaries.

FINAL APPROVAL ORDER AND JUDGMENT

1 31. Effective on the date when Defendant fully funds the entire Gross Settlement
2 Amount and funds all Aggrieved Employees and the LWDA are deemed to release, on behalf of
3 themselves and their respective former and present representatives, agents, attorneys, heirs,
4 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
5 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
6 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
7 Notice, which occurred during the PAGA Period during employment in a nonexempt position in
8 California. The Released PAGA Claims do not include other PAGA claims, underlying wage and
9 hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability,
10 social security, workers' compensation, and PAGA claims outside of the PAGA Period.

11 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
12 Defendant, Plaintiff releases and discharges the Defendant and the Released Parties as set forth
13 fully in paragraph 6.1 of the Agreement.

14 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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16 Dated: 8/1/25

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19 HON. KATHERINE BACAL
20 JUDGE, SUPERIOR COURT OF CALIFORNIA
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FINAL APPROVAL ORDER AND JUDGMENT