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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

GAIL WILKERSON, on behalf of herself
and all other similarly-situated employees,

Plaintiff,

v.

INTUIT, INC., a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 37-2020-00030371-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO JUDGE
GREGORY POLLACK, DEPT. C-71

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

Complaint Filed: August 28, 2020

1 WHEREAS, this matter has come before the Court for hearing pursuant to the Preliminary
2 Approval Order dated September 30, 2022, for final approval of the Settlement as set forth in the Joint
3 Stipulation of Class and PAGA Representative Action Settlement and Release (the “Settlement” or
4 “Settlement Agreement”), and the Court having considered all papers filed and the proceedings had
5 and otherwise being fully informed, **THE COURT HEREBY MAKES THE FOLLOWING**
6 **DETERMINATIONS AND ORDERS:**

7 1. This Order incorporates by reference the definitions in the Settlement Agreement and
8 all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
9 Agreement.

10 2. This Court has jurisdiction over the subject matter of this litigation and over all Parties
11 to this litigation, including the Plaintiff and Class Members.

12 3. Pursuant to the Preliminary Approval Order, the appointed Settlement Administrator,
13 Phoenix Settlement Administrators, mailed a Notice of Settlement to all known Class Members by First
14 Class U.S. Mail. The Notice of Settlement fairly and adequately informed Class Members of the terms
15 of the proposed Settlement and the benefits available to Class Members thereunder. The Notice of
16 Settlement further informed Class Members of the pendency of the Action, of the proposed Settlement,
17 of Class Members’ right to receive their share of the Settlement, of the scope and effect of the
18 Settlement’s Class Member Released Claims, of the preliminary Court approval of the proposed
19 Settlement, of exclusion and objection timing and procedures, of the date and location of the Final
20 Approval Hearing, and of the right to file documentation in support of or in opposition to the Settlement
21 and to appear in connection with the Final Approval Hearing. Class Members had adequate time to
22 consider this information and to use the procedures identified in the Notice. The Court finds and
23 determines that this notice procedure afforded adequate protections to Class Members and provides the
24 basis for the Court to make an informed decision regarding approval of the Settlement based on the
25 responses of Class Members. The Court finds and determines that the Notice provided in the Action
26 was the best notice practicable, which satisfied the requirements of law and due process.

27 4. In response to the Notice of Settlement, zero (0) Class Members objected to the
28 Settlement. One (1) Class Member submitted a Request for Exclusion from the Settlement: Fadi Dib.

1 5. The Court hereby finds that the Parties' notice of the proposed Settlement submitted to
2 the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with the
3 notice requirements of the Private Attorneys General Act ("PAGA"), California Labor Code § 2699(l).

4 6. The Court finds that the Settlement offers significant monetary recovery to all Class
5 Members and finds that such recovery is fair, adequate and reasonable when balanced against further
6 litigation related to liability and damages issues. The Court further finds that the Parties have conducted
7 significant investigation, formal and informal discovery, research and litigation such that Class Counsel
8 and Defense Counsel are able to reasonably evaluate their respective positions at this time. The Court
9 finds that the proposed Settlement, at this time, will avoid substantial additional costs by all Parties, as
10 well as avoid the risks and delay inherent to further prosecution of the Action. The Court further finds
11 that the Parties reached the Settlement as the result of intensive, serious and non-collusive, arms-length
12 negotiations. Thus, the Court approves the Settlement set forth in the Settlement Agreement and finds
13 that the Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to effectuate
14 the Settlement according to its terms.

15 7. The Court hereby orders the Settlement Administrator to distribute the Individual
16 Settlement Payments to Class Members in accordance with the provisions of the Settlement.

17 8. For purposes of this Final Approval Order and for this Settlement only, the Court
18 hereby certifies the class of Class Members as defined in the Settlement Agreement.

19 9. For purposes of this Final Approval Order and this Settlement only, the Court hereby
20 confirms the appointment of Plaintiff Gail Wilkerson as the class representative for the Class Members.
21 Further, the Court finally approves the Service Award to Plaintiff, as fair and reasonable, in the total
22 amount of Ten Thousand Dollars (\$10,000.00). The Court hereby orders the Settlement Administrator
23 to distribute the Service Award to the Plaintiff in accordance with the provisions of the Settlement.

24 10. For purposes of this Final Approval Order and this Settlement only, the Court hereby
25 confirms the appointment of Isam C. Khoury and Michael D. Singer of Cohelan Khoury & Singer and
26 Emil Davtyan of the Davtyan Law Firm, Inc. as Class Counsel for the Class Members. Further, the
27 Court finally approves a Class Counsel Fees Award, as fair and reasonable, of Fifty Thousand Dollars
28 (\$50,00.00), which will be distributed as \$33,330.00 (or 66 2/3%) to the law firm of Cohelan Khoury

1 & Singer and \$16,670.00 (or 33 1/3%) to Davtayan Law Firm, Inc. As well, the Court finally approves
2 a Class Counsel Costs Award, as fair and reasonable, of Eight Thousand Dollars (\$8,000.00), which
3 will be distributed as \$8,000.00 to Cohelan Khoury & Singer and \$0.00 to Davtayan Law Firm, Inc.
4 Class Counsel's receipt of the Class Counsel Fees Award and Class Counsel Costs Award shall fully
5 satisfy all fees and litigation costs incurred by Class Counsel that represented Plaintiffs and Class
6 Members in the Action. Intuit's payment of the Court-awarded attorneys' fees and costs shall constitute
7 full satisfaction of Intuit's obligation to pay any person, attorney, or law firm for attorneys' fees, costs,
8 and expenses incurred on behalf of the Plaintiffs and the Class Members. The Court hereby orders the
9 Settlement Administrator to distribute the Class Counsel Fees Award and Class Counsel Costs Award
10 payments to Class Counsel in accordance with the provisions of the Settlement.

11 11. For purposes of this Final Approval Order and this Settlement only, the Court hereby
12 confirms the appointment of Phoenix Settlement Administrators as the Settlement Administrator to
13 administer the Settlement of this matter as more specifically set forth in the Settlement Agreement and
14 further finally approves Settlement Administration Costs, as fair and reasonable, of Six Thousand
15 Dollars (\$6,000.00).

16 12. For purposes of this Final Approval Order and this Settlement only, the Court finds and
17 determines the payment of PAGA penalties in the amount of Seven Thousand Five Hundred Dollars
18 (\$7,500.00) to the California Labor and Workforce Development Agency ("LWDA") representing the
19 LWDA's 75% share of the Ten Thousand Dollars (\$10,000.00) allocated to the PAGA claim is fair and
20 reasonable.

21 13. As of the Effective Date, all Participating Class Members shall be deemed to have
22 released the Released Parties from all Class Member Released Claims, as defined in the Settlement
23 Agreement. All Participating Class Members, as of the Effective Date, are hereby forever barred and
24 enjoined from prosecuting the Class Member Released Claims against the Released Parties.

25 14. The Class Member Released Claims include, but are not limited to, a release by
26 Plaintiff, on behalf of herself, the State of California, and all PAGA Employees of all Claims (as defined
27 in the Settlement Agreement) under PAGA against the Released Parties. As of the Effective Date,
28 Plaintiff, the State of California, and all PAGA Employees, are hereby forever barred and enjoined

1 from prosecuting the Class Member Released Claims under PAGA against Intuit and the Released
2 Parties.

3 15. After Settlement administration has been completed in accordance with the Settlement
4 Agreement, and in no event later than 180 days after the Effective Date, the Parties shall file a report
5 with this Court certifying compliance with the terms of the Settlement.

6 16. Neither this Final Approval Order, the Settlement Agreement, nor any document
7 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as,
8 or may be used as an admission by or against Intuit or any of the other Released Parties of any fault,
9 wrongdoing or liability whatsoever. Nor is this Final Approval Order a finding of the validity of any
10 claims in the Action or of any wrongdoing by Intuit or any of the other Released Parties. The entering
11 into or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
12 shall not in any event be construed as, or deemed to be evidence of, an admission or concession with
13 regard to the denials or defenses by Intuit or any of the other Released Parties and shall not be offered
14 in evidence against Intuit or any of the Released Parties in any action or proceeding in any court,
15 administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions
16 of this Final Approval Order, the Settlement Agreement, or any related agreement or release.
17 Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any other
18 proceeding this Final Approval Order, the Settlement Agreement, or any other papers and records on
19 file in the Action as evidence of the Settlement and to support a defense of res judicata, collateral
20 estoppel, release, waiver or other theory of claim preclusion, issue preclusion or similar defense.

21 17. If the Settlement does not become final and effective in accordance with the terms of
22 the Settlement Agreement, resulting in the return and/or retention of the Settlement funds to Intuit
23 consistent with the terms of the Settlement, then this Final Approval Order and all orders entered in
24 connection herewith, including without limitation any order certifying the class of Class Members,
25 appointing class representatives or Class Counsel, shall be rendered null and void and shall be vacated.

26 18. The Court hereby enters judgment, with prejudice, for the reasons set forth above, and
27 in accordance with the terms set forth in the Settlement Agreement.

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1 19. Without affecting the finality of this Final Approval Order in any way, this Court
2 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the
3 Settlement and all orders and judgments entered in connection therewith.

4 **IT IS SO ORDERED.**

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6 Dated: _____

Honorable Gregory Pollack
Judge of The Superior Court