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Attorneys for Plaintiff Gail Wilkerson, on behalf of herself, and all other similarly-situated employees

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:
The Honorable Gregory W. Pollack
Department C-71

CLASS ACTION

**NOTICE OF RULING RE:
MOTION FOR FINAL APPROVAL OF
CLASS SETTLEMENT**

[IMAGED FILE]

Complaint filed: August 28, 2020

Trial date: Not set

1 The Motion for Final Approval of Class Action Settlement came on for hearing on
2 February 3, 2023, before the Honorable Gregory W. Pollack. Isam C. Khoury from Cohelan
3 Khoury & Singer appeared on behalf of the Plaintiff Gail Wilkerson. Joshua D. Levine from
4 Littler Mendelson, P.C. appeared on behalf of the Defendant Intuit, Inc. The Court orally
5 advised the parties of its tentative ruling, after which oral argument was conducted. Upon
6 completion of oral argument, the court made the below ruling:

7 The Court confirms the tentative ruling.

8 The Court rules on the motion for final approval of class action settlement as follows:

9 The motion is granted for the reasons stated below.

10 The terms of the settlement are as follows: Defendant Intuit, Inc. (Defendant) will pay a
11 gross settlement of \$150,000.00 to the class, which includes attorneys' fees and costs, a
12 representative enhancement, settlement administration costs, and a PAGA payment. (Khoury
13 Dec., ¶¶25-27.)

14 There have been no objections and one opt out. (Khoury Dec., ¶¶11, 35; Mitzner Dec.,
15 ¶4-5, Exh. A.)

16 *Legal Standard.* When faced with a motion for final approval of a class action
17 settlement, a court's inquiry is whether the settlement is "fair, adequate and reasonable." (*Dunk*
18 *v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 fn. 7 (hereafter *Dunk*).) California
19 strongly favors settlements. (*Western Steamship Lines, Inc. v. San Pedro Peninsula Hosp.*
20 (1994) 8 Cal.4th 100, 110.)

21 The presumption of fairness exists where, as here "(1) the settlement is reached through
22 arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the
23 court to act intelligently; (3) counsel is experienced in similar litigation, and (4) the percentage
24 of objectors is small. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.)

25 The factors that courts routinely consider in reviewing a proposed settlement are: (1) the
26 strength of the plaintiffs' case, (2) the risk, complexity, length, and expense of continued
27 litigation, (3) the risk of maintaining class action status through trial, (4) the amount offered in
28 settlement, (5) the stage of the proceedings and the amount of discovery already undertaken at

1 the time of the settlement, (6) the experience and views of counsel, and (7) the reaction of the
2 class members to the proposed settlement. (*7-Eleven Owners for Fair Franchising v. Southland*
3 *Corp.* (2000) 85 Cal.App.4th 1135, 1166-1167.)

4 Here, Plaintiff presented evidence establishing that the settlement is fair and adequate.
5 The parties engaged in arm's length negotiations and extensive investigation and discovery.
6 (Khoury Dec., ¶¶10-24) Finally, counsel for Plaintiffs is experienced and skilled in class
7 actions. (*Id.*, at ¶¶1-9.)

8 In addition, Defendant does not oppose the following proposed payments: (1) Class
9 representative enhancement of \$10,000.00 to Plaintiff, (2) attorney fees and litigation costs of
10 \$50,000.00 and \$8,000.00, respectively, (3) sett 6,000.00, and (4) a PAGA payment of
11 \$10,000.00. (Khoury Dec., ¶25.)

12 **IT IS SO ORDERED.**

13
14 A true and correct copy of the Court's February 3, 2023 Minute Order is attached as
15 Exhibit 1.

16 Respectfully submitted,

17 COHELAN KHOURY & SINGER
18 DAVTYAN LAW FIRM, INC.

19 Dated: February 10, 2023

20 By: 
21 Isam C. Khoury
22 Attorneys for Plaintiff GAIL WILKERSON
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EXHIBIT 1

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
CENTRAL**

MINUTE ORDER

DATE: 02/03/2023

TIME: 09:30:00 AM

DEPT: C-71

JUDICIAL OFFICER PRESIDING: Gregory W Pollack

CLERK: Terry Abas

REPORTER/ERM: Not Reported

BAILIFF/COURT ATTENDANT: Deputy Paul Tomcavage

CASE NO: **37-2020-00030371-CU-OE-CTL** CASE INIT.DATE: 08/28/2020

CASE TITLE: **Wilkerson vs Intuit Inc [E-FILE]**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT TYPE: Motion Hearing (Civil)

MOVING PARTY: Gail Wilkerson

CAUSAL DOCUMENT/DATE FILED: Motion for Approval of Class Settlement, 01/11/2023

APPEARANCES

Isam C Khoury, counsel, present for Plaintiff(s) via remote video conference.

Joshua D Levine, counsel, present for Defendant(s) via remote video conference.

The Court orally advises the parties of its tentative ruling, after which oral argument is conducted. Upon completion of oral argument, the court makes the below ruling:

The Court confirms the tentative ruling.

The Court rules on the motion for final approval of class action settlement as follows:

The motion is granted for the reasons stated below.

The terms of the settlement are as follows: Defendant Intuit, Inc. (Defendant) will pay a gross settlement of \$150,000.00 to the class, which includes attorneys' fees and costs, a representative enhancement, settlement administration costs, and a PAGA payment. (Khoury Dec., ¶¶25-27.)

There have been no objections and one opt out. (Khoury Dec., ¶¶11, 35; Mitzner Dec., ¶4-5, Exh. A.)

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The presumption of fairness exists where, as here "(1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small.

(*Dunk, supra*, 48 Cal.App.4th at p. 1802.)

The factors that courts routinely consider in reviewing a proposed settlement are: (1) the strength of the plaintiffs' case, (2) the risk, complexity, length, and expense of continued litigation, (3) the risk of maintaining class action status through trial, (4) the amount offered in settlement, (5) the stage of the proceedings and the amount of discovery already undertaken at the time of the settlement, (6) the experience and views of counsel, and (7) the reaction of the class members to the proposed settlement. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1166-1167.)

Here, Plaintiff presented evidence establishing that the settlement is fair and adequate. The parties engaged in arm's length negotiations and extensive investigation and discovery. (Khoury Dec., ¶¶10-24) Finally, counsel for Plaintiffs is experienced and skilled in class actions. (*Id.*, at ¶¶1-9.)

In addition, Defendant does not oppose the following proposed payments: (1) Class representative enhancement of \$10,000.00 to Plaintiff, (2) attorney fees and litigation costs of \$50,000.00 and \$8,000.00, respectively, (3) settlement administration costs of \$6,000.00, and (4) a PAGA payment of \$10,000.00. (Khoury Dec., ¶25.)

IT IS SO ORDERED.



Judge Gregory W Pollack