

Electronically
FILED

By Superior Court of California, County of San Mateo

ON 12/14/2023

By /s/ Tovar, Priscilla

Deputy Clerk

DOUGLAS HAN (SBN 232858)
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12/4/2023

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

CAMERON CONTRERAS, individually, on
behalf of other members of the general public
similarly situated, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA");

Plaintiff,

v.

ELECTRONIC ARTS INC., a Delaware
corporation; PRO UNLIMITED, INC., a New
York corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 21-CIV-00458

Assigned for All Purposes to:
Honorable Raymond V. Swope
Department 23

CLASS ACTION

**RS
AMENDED [~~PROPOSED~~] ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: December 4, 2023
Hearing Time: 3:00 p.m.
Hearing Place: Department 23

Complaint Filed: January 28, 2021
FAC Filed: February 23, 2022
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Cameron Contreras'
2 ("Plaintiff") Motion for Final Approval of Class Action Settlement, and considering the papers
3 submitted in support of the motion, including the Settlement Agreement ("Settlement
4 Agreement," "Settlement," or "Agreement"), hereby **FINDS AND ORDERS**:

5 Plaintiff and Defendants Electronic Arts Inc. ("EA") and PRO Unlimited, Inc. ("PRO")
6 (collectively referred to herein as "Defendants") entered the Settlement Agreement on or about
7 April 7, 2022 to settle this lawsuit.

8 The Court entered an order dated October 24, 2022 preliminarily approving the
9 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
10 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to
11 Settlement Class Members, providing Settlement Class Members with an opportunity to object to
12 the Settlement or exclude themselves from the Settlement Class, and scheduling a Final
13 Approval Hearing.

14 The Court held a Final Approval Hearing on June 12, 2023 and continued the hearing to
15 give the Parties time to file the necessary documents to address the Court's concerns enumerated
16 in the tentative ruling and to file a Request for Judicial Notice alongside the supplemental
17 documents. (Order re: Final Approval, issued Jun. 16, 2023, p. 2:22-27.) On June 20, 2023,
18 Plaintiff filed the supplemental declaration of counsel Douglas Han and a Request for Judicial
19 Notice. The Court considered the supplemental filings and held a Final Approval Hearing on
20 December 4, 2023 to determine whether to give final approval to the Settlement of this lawsuit.

21 1. Incorporation of Other Documents. The Settlement Agreement is attached hereto
22 as **Exhibit 1**. Unless otherwise provided herein, all capitalized terms in this Order and Judgment
23 shall have the same meaning as set forth in the Settlement Agreement.

24 2. Jurisdiction. Because adequate notice has been disseminated and the Settlement
25 Class has been given the opportunity to request exclusion, the Court has personal jurisdiction
26 with respect to the claims of all Settlement Class Members. The Court has subject matter
27 jurisdiction over this lawsuit, including jurisdiction to approve the Settlement and grants final
28 certification of the Settlement Class.

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1 3. Final Class Certification. The Court finds the Settlement Class satisfies all
2 applicable requirements of Code of Civil Procedure section 382, California Rule of Court 3.769,
3 and due process. The Court certifies the Settlement Class consisting of any and all individuals
4 who were employed by PRO and provided services in the Competitive Gaming Group at EA in
5 the State of California at any time during the period from January 28, 2017 through March 30,
6 2022 ("Settlement Class," "Settlement Class Members," and "Released Period"). There are one
7 hundred thirty-nine (139) Settlement Class Members who have not timely opted-out
8 ("Participating Class Members").

9 4. Adequacy of Representation. Class Counsel fully and adequately represented the
10 Settlement Class for the purposes of entering and implementing the Settlement and satisfied the
11 requirements of Code of Civil Procedure section 382.

12 5. Notice Packet. The Court finds the Notice of Class Action Settlement and
13 Exclusion or Opt-Out Request Form (collectively, the "Notice Packet") and its distribution to
14 Settlement Class Members were implemented pursuant to the Settlement and this Court's
15 Preliminary Approval Order. The Court also finds the Notice Packet:

16 a. constitutes notice reasonably calculated to apprise Settlement Class
17 Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement
18 Agreement and their rights; (iii) their right to object to any aspect of the Settlement Agreement;
19 (iv) their right to exclude themselves from the Settlement Agreement; (v) their right to receive
20 settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) binding
21 effect of the orders and judgment in this lawsuit on all Participating Class Members;

22 b. constitutes notice that fully satisfied the requirements of Code of Civil
23 Procedure section 382, California Rule of Court 3.769, and due process;

24 c. constitutes the best practicable notice to Settlement Class Members under
25 the circumstances of this lawsuit; and

26 d. constitutes notice reasonable, adequate, and sufficient to Settlement Class
27 Members.

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1 6. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into good faith and are the product of arm's-length negotiations by
3 experienced counsel who have done a meaningful investigation of the claims. The Settlement
4 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
5 adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the
6 Settlement Agreement according to its terms and provisions.

7 7. Binding Effect. The terms and provisions of the Settlement Agreement and this
8 Order and Judgment are binding on Plaintiff, Participating Class Members, Private Attorneys
9 General Act of 2004 ("PAGA") Group Members, and their spouses, heirs, registered domestic
10 partners, executors, administrators, successors, and assigns. In addition, those terms shall have
11 res judicata and other preclusive effect in all pending and future claims, lawsuits, or other
12 proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits,
13 or other proceedings involve matters that were or could have been raised in this lawsuit and are
14 encompassed by the Released Claims. The Settlement Agreement will have no binding effect
15 upon, and provide no res judicata preclusion to, those Settlement Class Members who have
16 submitted timely requests for exclusion, if any.

17 8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
18 any action to enforce the terms and provisions of the Settlement Agreement.

19 9. Releases. The claims to be released and the Released Parties are set forth and
20 defined in detail within the Settlement Agreement.

21 10. Incentive Award. The Court finds the Incentive Award of \$10,000, to be paid by
22 Defendants to Plaintiff out of the Settlement Proceeds, to be reasonable and appropriate. The
23 Incentive Award is to be paid pursuant to the terms and provisions set forth in the Agreement.

- 24 a. The rationale for making enhancement payments is class representatives should
25 be compensated for the expense and risk they incurred in conferring a benefit on
26 the Settlement Class. Criteria courts consider include: (1) risk to the class
27 representatives in commencing suit; (2) notoriety and personal difficulties; (3)
28 amount of time and effort spent by the class representatives; (4) duration of the

1 litigation; and (5) personal benefit (or lack thereof) enjoyed by class
2 representatives.

- 3 b. The Court reviewed Plaintiff's declaration outlining his involvement. Given the
4 risks inherent in the services as the class representative, duration of the case and
5 time involved, and benefits created for the Settlement Class, the Court approves
6 the payment of the Incentive Award of \$10,000 to Plaintiff.

7 11. Class Counsel's Attorneys' Fees and Class Counsel's Litigation Costs. The Court
8 finds the Class Counsel's Attorneys' Fees of \$83,333.33, to be paid out of the Settlement
9 Proceeds by Defendants to Class Counsel, to be reasonable and appropriate. In addition, the
10 Court finds the Class Counsel's Litigation Costs as reimbursement for actual litigation costs
11 incurred of \$12,708.82, to be paid by Defendants to Class Counsel out of the Settlement
12 Proceeds, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the
13 terms and provisions set forth in the Settlement Agreement. Defendants shall not be required to
14 pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class
15 Counsel or any other counsel representing Plaintiff or Settlement Class Members. Defendants
16 shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
17 incurred by Plaintiff or Settlement Class Members in connection with or related in any manner to
18 this lawsuit, Settlement Agreement, settlement administration, and/or Released Claims.

- 19 a. The Court has an independent right and responsibility to review the Class
20 Counsel's Attorneys' Fees and only award so much as it determines reasonable.
21 (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th
22 123, 127-28.) The Class Counsel's Attorneys' Fees of \$83,333.33 is one-third
23 (1/3) of the common fund created for the benefit of the Settlement Class and is
24 supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*
25 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved,
26 financial risk undertaken, difficult nature of this litigation, skills required,
27 percentage fees award in previous and other cases, and contingent fees charged in
28 the marketplace, the Court finds the Class Counsel's Attorneys' Fees is consistent

1 with the marketplace, is reasonable, and is approved.

2 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
3 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
4 seek reimbursement of up to \$20,000 in litigation costs. The Court finds Class
5 Counsel expended \$12,708.82 in litigation costs, and such costs were reasonable.
6 Thus, the Court approves the payment of the Class Counsel's Litigation Costs of
7 \$12,708.82 from the common fund for the reimbursement of Class Counsel's
8 litigation costs.

9 12. Administrative Costs. The Court finds Administrative Costs of \$3,499, to be paid
10 by Defendants to the Settlement Administrator out of the Settlement Proceeds, to be reasonable
11 and appropriate. The Administrative Costs are to be paid pursuant to terms and provisions set
12 forth in the Settlement Agreement.

13 a. The Court reviewed the declaration of Mary Butler from Simpluris, Inc., the
14 Court-approved Settlement Administrator. The Court finds notice was provided to
15 the Settlement Class pursuant to the Preliminary Approval Order, constitutes the
16 best practicable notice to the Settlement Class, and satisfies due process. Thus, the
17 Court approves the payment of the Administrative Costs of \$3,499 for the
18 Settlement Administrator's services in administering the Settlement.

19 13. PAGA Settlement Amount. The Court finds the PAGA Settlement Amount of
20 \$25,000, seventy-five percent (75%) of which (\$18,750) will be paid to the California Labor and
21 Workforce Development Agency out of the Settlement Proceeds and twenty-five percent (25%)
22 of which (\$6,250) shall be distributed to PAGA Group Members, on a pro rata basis, to be
23 reasonable and appropriate. The PAGA Settlement Amount is to be paid pursuant to the terms
24 and provisions set forth in the Settlement Agreement.

25 14. Funding the Settlement. Subject to the approval of the Settlement Agreement by
26 the Court, upon receipt of the Settlement Administrator's final report as specified in section
27 II(K)(2) of the Settlement Agreement, and as soon as practicable thereafter, but in no instance
28 more than ten (10) business days after receipt of the final report, the Settlement Proceeds

1 Amount of \$250,000 and, upon calculation by the Settlement Administrator, an amount
2 sufficient to pay the Employer-side Payroll Taxes will be wired to the Settlement Administrator.
3 Subject to the approval of the Settlement Agreement by the Court, upon receipt of the amounts
4 for processing and disbursement by the Settlement Administrator and as soon as practicable
5 thereafter, but in no instance more than five (5) business days after receipt, the Settlement
6 Administrator shall disburse all the payments set forth in the Settlement Agreement.

7 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
8 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends the
9 Settlement was the product of arm's-length negotiations following extensive litigation,
10 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
11 Jeffrey Krivis, an experienced and well-respected mediator.

12 a. The fairness of the Settlement is demonstrated by there being no objections to and
13 no requests for exclusion from the Settlement.

14 b. The fairness of the Settlement is further illustrated by the *gross average*
15 Settlement Payment being approximately \$830.64, and the *gross highest*
16 Settlement Payment being about \$2,963.33.

17 16. Uncashed Checks. Participating Class Members will have one hundred eighty
18 (180) calendar days from the date of issuance of the check to cash their check. Uncashed
19 settlement checks will be disbursed to the California State Controller's Office under the
20 unclaimed property laws in the name of the Participating Class Member.

21 17. Final Accounting and Compliance. The Court sets a nonappearance case review
22 for August 2, 2024 in Department 23. Within five (5) court days before this hearing, Plaintiff
23 shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the
24 compliance status report shall specify the total amount paid to Participating Class Members and
25 the residual of the unclaimed settlement funds that will be paid to the entity identified as the
26 recipient of such funds in the Settlement Agreement.

27 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
28 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,

1 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
2 and for any other necessary purpose, including, without limitation:

- 3 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
4 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
5 arise out of the Settlement or this Order and Judgment;
6 b. entering such additional orders as may be necessary or appropriate to protect or
7 effectuate this Order and Judgment approving the Settlement, and permanently
8 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
9 fair and orderly administration of the Settlement; and
10 c. entering any other necessary or appropriate orders to protect and effectuate this
11 Court's retention of continuing jurisdiction.

12 The Motion for Final Approval of Class Action Settlement, Class Counsel's Attorneys'
13 Fees, Class Counsel's Litigation Costs, and Incentive Award is GRANTED, and Plaintiff's
14 Request for Judicial Notice filed June 20, 2023 is GRANTED BUT NOT FOR THE TRUTH OF
15 THE MATTERS ASSERTED THEREIN. The Settlement Administrator is directed to carry out
16 the terms of the Settlement Agreement forthwith.

17 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
18 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
19 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
20 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
21 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
22 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
23 THE JUDGMENT THEREON.

24
25 IT IS SO ORDERED.

Electronically
SIGNED

26
27 DATED: 12/13/2023

By /s/ Swope, Raymond

HONORABLE V. RAYMOND SWOPE
SUPERIOR COURT JUDGE

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On December 20, 2023, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Contreras v. Electronic Arts Inc.**
 LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-813380-20**
Court Case No.: 21-CIV-00458
San Mateo County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on December 20, 2023, at Pasadena, California.


Mariah Anderson