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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

JOHN DOE, PAOLA CORREA, and
DEWAYNE CASSEL, on behalf of the State of
California and aggrieved employees,

Plaintiffs,

vs.

GOOGLE, INC., ALPHABET, INC.,
ADECCO USA INC., ADECCO GROUP
NORTH AMERICA and ROES 1 through 10,

Defendants.

Case No. CGC-16-556034

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS**

Date: November 2, 2023
Time: 2:00 p.m.
Dept: 304 (COMPLEX)
Judge: Hon. Ethan P. Schulman

Date Action Filed: December 20, 2016
Trial Date: Not Set

1 The Unopposed Motion for Approval of PAGA Settlement came on for a hearing on
2 November 2, 2023 at 11:00 a.m. in Department 304 of this Court, located at 400 McAllister
3 Street, San Francisco, CA 94102. Counsel for the parties appeared.

4 The Court, having considered the proposed PAGA Representative Settlement Agreement
5 and Release (“Settlement Agreement”), attached to the Declaration of Chris Baker; the Motion
6 for Approval of PAGA Settlement; the Motion for Attorneys’ Fees, Costs, and Service Awards;
7 and the memorandums of points and authorities and declarations submitted in support thereof,
8 and GOOD CAUSE appearing, HEREBY ORDERS THE FOLLOWING:

9 This Order incorporates by reference the definitions in the Settlement Agreement and all
10 terms defined therein shall have the same meaning in this Order.

11 1. The Court finds that the Settlement Agreement (**Baker Decl., Ex. 1**) has been
12 submitted to the Labor Workforce Development Agency (“LWDA”) in conformity with
13 California Labor Code § 2699(1)(2), and that the LWDA has not sought to intervene or appear in
14 the Action.

15 2. The PAGA Group Members covered by the Settlement consist of the following
16 individuals: all current and former employees of Defendants Google, LLC and Alphabet, Inc.
17 (“Defendants”) in California who were employed by Google at any time during the time period
18 from October 16, 2015 to September 15, 2023, excluding: (1) “TVCs” (temporary employees,
19 vendors, or contractors) performing work at Google but formally employed by entities other than
20 Defendants; and (2) employees of Defendants in positions of Senior Vice President (job level 13)
21 or higher.

22 3. The Court finds that the parties reached the Settlement as a result of arms-length
23 negotiations and that the settlement is fair, reasonable and adequate in view of PAGA’s purposes
24 to remediate present labor law violations, deter future ones, and to maximize enforcement of state
25 labor laws. *See Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 77 (2021).

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1 4. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum
2 allocated for payment of penalties under PAGA (“Net Settlement Amount”), and determined that
3 the Net Settlement Amount is fair, just, reasonable, and adequate. The Court hereby approves the
4 Net Settlement Amount. The Net Settlement Amount shall be \$17,600,577.05, which equals the
5 Total Settlement Amount (\$27,000,000) minus the approved Attorneys’ Fees and Costs, PAGA
6 Representative Service Awards, and Administration Costs. Seventy-five percent (75%) of the
7 Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and the remaining
8 twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the PAGA Group
9 Members (“PAGA Distribution Fund”) in accordance with this Order and Judgment and the
10 Settlement Agreement.

11 5. The Court hereby directs the Settlement Administrator to administer the
12 Settlement and to make the payments as provided by the Settlement Agreement.

13 6. The Court approves the payment of \$9,000,000 to Baker Curtis and Schwartz and
14 Outten & Golden LLP for attorneys’ fees and \$125,522.95 for reimbursement of costs incurred.

15 7. The Court approves the payment of \$153,900 to the Settlement Administrator,
16 Rust Consulting, for Administration Costs, which the Settlement Administrator shall pay itself in
17 accordance with the Settlement Agreement.

18 8. The Court approves the Service Awards in the following amounts:

19 John Doe: \$40,000

20 Paola Correa: \$20,000

21 DeWayne Cassel: \$40,000

22 David Gudeman: \$20,000

23 9. The Court has reviewed and approves the PAGA Notice Letter, (**Baker Decl., Ex.**
24 **1 (Ex A)**), for distribution to the PAGA Group Members.

25 10. The Effective Date of the Settlement is 60 days after the entry of this Order and
26 Judgment if there are no appeals.

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1 11. The Settlement Administrator will pay to Plaintiffs' Counsel any approved
2 Attorneys' Fees and Costs and pay any Approved Service Awards to PAGA Representatives upon
3 request after the Effective Date. The Settlement Administrator may pay itself any approved
4 Administration Costs from the Total Settlement Amount at any time after the Effective Date. The
5 Settlement Administrator shall pay the LWDA Payment to the LWDA within ten (10) calendar
6 days after the Effective Date.

7 12. Defendants shall provide to the Settlement Administrator the PAGA Group List
8 within ten (10) calendar days of the Effective Date. The Settlement Administrator will cause
9 payments to be made to PAGA Group Members within thirty (30) calendar days after receiving
10 the PAGA Group List.

11 13. Settlement Checks issued to PAGA Group Members that are not cashed within
12 180 days following the issuance of the checks will be paid to the State of California Unclaimed
13 Property Fund in the names of such PAGA Group Members.

14 14. Upon the Effective Date, each PAGA Group Member, including PAGA
15 Representatives, will fully release the Released Parties of the Released PAGA Claims, as set forth
16 in the Settlement Agreement.

17 15. Notice of this Order and Judgment shall be given to the LWDA by submission
18 through the online system established for the filing of notices and documents, in conformity with
19 California Labor Code § 2699(1)(3).

20 16. The Final Accounting Hearing will take place on , 2024. Plaintiffs
21 shall file a final report five court days prior to the final accounting, which will include the actual
22 amounts paid to PAGA Group Members, and the other amounts distributed under the settlement,
23 including uncashed checks.

24 17. Without affecting the finality of the Court's judgment in any way, the Court will
25 retain continuing jurisdiction over this matter pursuant to CCP § 664.6. Nothing herein will
26 preclude any action to enforce the parties' obligations under the Settlement Agreement.

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IT IS SO ORDERED.

DATED: _____

Hon. Judge Ethan P. Schulman
Judge of the Superior Court