

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

HAIG B. KAZANDJIAN LAWYERS, APC

Haig B. Kazandjian, Bar No. 278622
haig@hbklawyers.com
Cathy Gonzalez, Bar No. 310625
cathy@hbklawyers.com
801 North Brand Boulevard, Suite 970
Glendale, California 991203
Phone: (818) 696-2306
Fax: (818) 696-2307

Attorneys for Plaintiffs Kathleen O'Brien, Aurora Galvan and Cara Lish

[Additional Counsel on Following Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

KATHLEEN O'BRIEN, AURORA
GALVAN, and CARA LISH individuals, on
behalf of themselves and on behalf of all
persons similarly situated,

Plaintiff,

vs.

CERIDA INVESTMENT CORP., a
Corporation; DELOITTE CONSULTING
L.P., a Limited Partnership, and DOES 1 to
50, inclusive,

Defendants.

Case No.: **21CV384527**

NOTICE OF ENTRY OF JUDGMENT

Date: December 11, 2024

Time: 1:30 p.m.

[Hearing set by Order dated August 8, 2024]

Assigned for All Purposes To:

Hon. Theodore C. Zayner

Dept.: 19

1 James R. Hawkins, Esq. (SBN 192925)

2 james@jameshawkinsaplc.com

3 Christina M. Lucio, Esq. (SBN 253677)

4 christina@jameshawkinsaplc.com

5 Mitchell J. Murray, Esq. (SBN 285691)

6 mitch@jameshawkinsaplc.com

7 **JAMES HAWKINS APLC**

8 9880 Research Drive, Suite 200

9 Irvine, California 92618

10 Telephone: (949) 387-7200

11 Facsimile: (949) 387-6676

12 Attorneys for Plaintiffs Kathleen O'Brien, Aurora Galvan and Cara Lish

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on January 16, 2025, the Court entered the Final
3 Approval Order and Judgment in the above-entitled action. A true and correct copy of the Final
4 Approval Order and Judgment is attached hereto as Exhibit #1.
5

6 Respectfully submitted,

7
8 Dated: January 20, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9 By: /s/ Kyle Nordrehaug

10 Kyle R. Nordrehaug
11 Attorneys for Plaintiffs
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On January 20, 2025, I served the document(s) described as:

X (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendants at the following confirmed e-mail address(es).

Daniel Parker Jett
550 South Hope Street, Suite 2200
Los Angeles, California 90071
djett@fmglaw.com
spinkham@fmglaw.com
sharlen.campbell-clements@fmglaw.com
Attorneys for Defendants CERIDA INVESTMENT CORP. and DELOITTE
CONSULTING LLP

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

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 January 20, 2025, at La Jolla, California.



Kyle Nordrehaug

EXHIBIT #1

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)
4 Kyle R. Nordrehaug (State Bar #205975)
5 Aparajit Bhowmik (State Bar #248066)
6 2255 Calle Clara
7 La Jolla, CA 92037
8 Telephone: (858)551-1223
9 Facsimile: (858) 551-1232
10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs

Filed
January 16, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
21CV384527
By: mcastellon

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SANTA CLARA

14 KATHLEEN O'BRIEN, AURORA
15 GALVAN, and CARA LISH individuals, on
16 behalf of themselves and on behalf of all
persons similarly situated,

17 Plaintiff,

18 vs.

19 CERIDA INVESTMENT CORP., a
20 Corporation; DELOITTE CONSULTING
21 L.P., a Limited Partnership; and DOES 1
through 50, inclusive,

22 Defendants.
23
24
25
26
27
28

CASE NO.: **21CV384527**
[Consolidated with Case No. 21CV384529]

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: December 11, 2024
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: July 20, 2021
Trial date: None Set

1 The unopposed motion of Plaintiffs Aurora Galvan, Kathleen O'Brien, and Cara Lish
2 (collectively "Plaintiffs") for an order finally approving the Class Action Settlement Agreement
3 ("Agreement" or "Settlement") with Defendants Cerida Investment Corporation ("Cerida") and
4 Deloitte Consulting LLP ("Deloitte") (collectively "Defendants"), attorneys' fees and costs,
5 service payment, and the expenses of the Administrator, duly came on for regularly noticed
6 hearing on December 11, 2024 before the Honorable Theodore C. Zayner. The Court confirms the
7 tentative ruling as the final ruling with the modification as to the service awards noted below and
8 the motion is GRANTED, as set forth below.

9 **I.**

10 **FINDINGS**

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

- 13 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 14 2. This Court has jurisdiction over the subject matter of this litigation pending before
15 the Superior Court for the State of California, in and for the County of Santa Clara, and over all
16 Parties to this litigation, including the Class.
- 17 3. Based on a review of the papers submitted by Plaintiffs and a review of the
18 applicable law, the Court finds that the Gross Settlement Amount of Nine Hundred Thirty Eight
19 Thousand Six Hundred and Eleven Dollars and Sixty Nine Cents (\$938,611.69) and the terms set
20 forth in the Agreement are fair, reasonable, and adequate.
- 21 4. The Court further finds that the Settlement was the result of arm's length
22 negotiations conducted after Class Counsel had adequately investigated the claims and became
23 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
24 Settlement, and the assistance of an experienced mediator in the settlement process, among other
25 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

26 **Preliminary Approval of the Settlement**

- 27 5. On August 8, 2024, the Court granted preliminary approval of the Settlement. At
28

1 this same time, the Court approved conditional certification of the Class for settlement purposes
2 only.

3 **Notice to the Class**

4 6. In compliance with the Preliminary Approval Order, the Court-approved Class
5 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
6 about September 17, 2024. Mailing of the Class Notice to their last-known addresses was the best
7 notice practicable under the circumstances and was reasonably calculated to communicate actual
8 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
9 Class Members fully and accurately informed the Class Members of all material elements of the
10 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
11 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
12 fully with the laws of the State of California, the United States Constitution, due process and other
13 applicable law. The Class Notice fairly and adequately described the Settlement and provided
14 Class Members adequate instructions and a variety of means to obtain additional information.

15 7. The Response Deadline for opting out or submitting written objections to the
16 Settlement was November 1, 2024, which for re-mailings was extended by fourteen (14) days.
17 There was an adequate interval between notice and the deadline to permit Class Members to
18 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
19 Class Members to participate in this hearing, and all Class Members and other persons wishing to
20 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and
21 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
22 Court determines that all Class Members who did not timely and properly submit a request for
23 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

24 **Fairness of the Settlement**

25 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
26 48 Cal.App.4th 1794, 1801 (1996).

27 a. The settlement was reached through arm's-length bargaining between the
28

1 Parties during an all-day mediation before Jeffrey Krivis, an experienced mediator of wage and
2 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

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

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Plaintiffs' counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. Two (2) requests for exclusion were received.

9 e. The participation rate was high. 807 Participating Class Members will be
10 mailed a settlement payment, representing 99.75% 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 \$312,870.56 for attorneys' fees, representing one-third (1/3) of the
20 Gross Settlement Amount, plus \$20,859.41 for litigation costs and expenses, is reasonable, in light
21 of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
22 results achieved by Class Counsel. The requested award has been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for a Class Representative Service Payments of not more
26 than \$5,000 each to Plaintiffs O'Brien, Galvan and Lish, subject to the Court's approval. The
27 Court finds that Class Representative Service Payments in the amount of \$5,000 each to Plaintiffs
28

1 O'Brien, Galvan and Lish, are reasonable in light of the relative risks and burdens undertaken by
2 the Plaintiffs in this litigation, for their time and effort in bringing and prosecuting this matter on
3 behalf of the Class, and for their execution of a general release.

4 **Settlement Administration Expenses**

5 13. The Administrator shall calculate and administer the payment to be made to the
6 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
7 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
8 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$16,600 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 a PAGA Penalties out of the Gross Settlement
13 Amount of \$20,000, which shall be allocated as follows: \$15,000 to the Labor & Workforce
14 Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties
15 paid under this Agreement pursuant to the PAGA and \$5,000 to be distributed to the Aggrieved
16 Employees and allocated by (a) dividing the amount of the Aggrieved Employees' twenty-five
17 percent (25%) share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods
18 worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's
19 PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were
20 employed by Cerida in California and classified as hourly, non-exempt employees at any time
21 during the PAGA Period (March 18, 2020, through February 28, 2022) including those Cerida
22 employees who provided services in California that Cerida had contracted with Deloitte to provide
23 to a third party. Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA was provided
24 notice of the Agreement and these settlement terms and has not indicated any objection thereto.
25 The Court finds the PAGA Penalties to be reasonable.

26 **II.**

27 **ORDERS**

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

2 15. The Class is certified for the purposes of settlement only. The Class is hereby
3 defined as follows:

4 All individuals who are or previously were employed by Cerida in California and
5 classified as hourly, non-exempt employees at any time during the Class Period,
6 including those Cerida employees who provided services in California that Cerida
had contracted with Deloitte to provide to a third party.

7 The "Class Period" is July 20, 2017 through February 28, 2022.

8 16. All persons who meet the foregoing definition are members of the Class, except for
9 those individuals who filed a valid request for exclusion ("opt out") from the Class. The two
10 individuals who requested exclusion are: Anthony White and LaRhonda Denise Saunders.

11 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
12 best interest of the Class.

13 18. Class Counsel are awarded attorneys' fees in the amount of \$312,870.56 and costs
14 in the amount of \$20,859.41. Class Counsel shall not seek or obtain any other compensation or
15 reimbursement from Defendant, Plaintiffs or members of the Class.

16 19. The payment of Class Representative Service Payments in the amount of \$5,000
17 each to Plaintiffs O'Brien, Galvan and Lish is approved.

18 20. The payment of \$16,600 to the Administrator for their fees and expenses is
19 approved.

20 21. The PAGA Penalties of \$20,000 is approved and is to be distributed in accordance
21 with the Agreement.

22 22. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
23 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
24 entry.

25 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
26 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
27 any wrongdoing by Defendants or that this Action is appropriate for class or representative
28

1 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
2 the Agreement, nor any document referred to herein, nor any action taken to carry out the
3 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
4 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
5 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
6 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
7 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
8 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
9 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
10 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
11 Released Class Claims and/or Released PAGA Claims.

12 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
13 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
14 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
15 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
16 to individual Class Members.

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

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

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

1 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
2 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
3 supervise and adjudicate any dispute arising from or in connection with the distribution of
4 settlement benefits.

5 28. All Parties shall bear their own attorneys' fees and costs, except as otherwise
6 provided in the Agreement and in this Final Approval Order and Judgment.

7 29. Effective on the date when Cerida fully funds the entire Gross Settlement Amount,
8 Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims
9 against all Released Parties as follows:

10 (a) All Participating Class Members, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
12 and assigns, release Released Parties from the Released Class Claims. The "Released Class
13 Claims" are all class claims pled or which could have been pled based on the factual allegations
14 contained in the Operative Complaint which occurred during the Class Period. Except as expressly
15 set forth in this paragraph, Participating Class Members do not release any other claims, and
16 expressly exclude all other claims, including claims for vested benefits, wrongful termination,
17 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
18 security, workers' compensation, or class claims based on facts occurring outside the Class Period.

19 (b) All Aggrieved Employees and the State of California and LWDA are
20 deemed to release, on behalf of themselves and their respective former and present representatives,
21 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
22 PAGA claims pled or which could have been pled based on the factual allegations contained in the
23 Operative Complaint and PAGA Notices sent by Plaintiffs that occurred during the PAGA Period
24 as to the Aggrieved Employees. The Released PAGA Claims do not include, and expressly
25 exclude, underlying wage and hour claims, claims for vested benefits, wrongful termination,
26 discrimination, unemployment insurance, disability, social security and worker's compensation,
27
28

1 claims for civil penalties under PAGA based on violations of the Labor Code not specifically
2 identified in Plaintiffs' PAGA Notices, and PAGA claims outside of the PAGA Period.

3 (c) Plaintiffs and their respective former and present spouses, representatives,
4 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
5 Released Parties from all claims, transactions, or occurrences that occurred during the Class
6 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
7 alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that
8 were, or reasonably could have been, alleged based on facts contained in the Operative Complaint
9 and Plaintiffs' PAGA Notices ("Plaintiffs' Release"). For purposes of Plaintiffs' Release,
10 Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section
11 1542 of the California Civil Code, which reads:

12 A general release does not extend to claims that the creditor or releasing
13 party does not know or suspect to exist in his or her favor at the time of
14 executing the release, and that if known by him or her would have materially
affected his or her settlement with the debtor or Released Party.

15 30. For any Class Member whose Individual Class Payment check or Individual PAGA
16 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
17 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
18 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
19 California Code of Civil Procedure Section 384, subd. (b).

20 31. The Court hereby enters judgment in the entire Action as of the filing date of this
21 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
22 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
23 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
24 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

25 32. The court will set a compliance hearing for August 13, 2025, at 2:30 p.m. in
26 Department 19. At least ten court days before the hearing, class counsel and the settlement
27 administrator shall submit a summary accounting of the net settlement fund identifying
28

1 distributions made as ordered herein, the number and value of any uncashed checks, amounts
2 remitted to Defendant, the status of any unresolved issues, and any other matters appropriate to
3 bring to the court's attention. Counsel may appear at the compliance hearing remotely.
4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

5
6 Dated: January 16, 2025



HON. THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28