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County of Santa Clara
21CV392049
By: tduarte

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

ANA CANTU, on behalf on herself and others similarly situated, Plaintiffs, v. GOOGLE LLC, LISA NICOLE CHEN, AND DOES 1 THROUGH 25, INCLUSIVE, Defendants.	Case No. 21CV392049 **ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT; GRANTING MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE AWARD**

Plaintiff Ana Cantu brings this action for employment discrimination, harassment, and retaliation, Violation of the Equal Pay Act, and related claims against her former employer, Defendant Google LLC. Plaintiff also brings a claim under the Private Attorneys General Act ("PAGA") against Google, seeking penalties for Equal Pay Act Violations and derivative Labor Code Violations committed against herself and other aggrieved "non-White employees and/or non-Asian/Asian-American employees."

Before the Court is Plaintiff's motions for (1) final approval of settlement, and (2) attorneys' fees, costs, and class representative service payment, which are unopposed. As discussed below, the Court will GRANT the motions.[1]

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[1] At the hearing on these motions, the parties requested a correction to the definitions of the Class and Aggrieved Employees that were used in the tentative ruling to make them

I. BACKGROUND

According to the allegations of the operative fourth amended complaint ("4AC"), Plaintiff, who identifies as ethnically Mexican and racially Indigenous, was hired by Google in September or October of 2014 and performed exemplary work, receiving consistently positive performance reviews and accolades. (4AC, ¶¶ 25-26.) Her department at Google was made up of almost all White and/or Asian/Asian-American employees, and while Plaintiff continually asked what she needed to do to be promoted and/or receive a raise like her colleagues, no one at Google could provide an answer. (4AC, ¶ 29.) Rather, Plaintiff's supervisor intentionally deviated from protocol by "withholding" Plaintiff's contributions and awards in her performance evaluations, instead taking credit for Plaintiff's work herself. (4AC, ¶ 30.) Plaintiff's supervisor admitted to Plaintiff that had her awards and contributions been considered, Plaintiff would have received higher ratings. (*Ibid.*) Due to discrimination, harassment, and retaliation that was ratified by Google, Plaintiff languished at a job level of L5 while her White and Asian/Asian-American peers were promoted to job levels L6 and L7, receiving significant additional compensation including bonuses and stock options. (4AC, ¶ 31.)

Plaintiff complained to Google about her failure to be promoted and receive meaningful raises despite her excellent performance evaluations, and specifically complained that the discriminatory bias and retaliation prevented her from being promoted and paid equitably compared to her similarly situated, and in some cases, less qualified, White and/or Asian/Asian-American coworkers. (4AC, ¶¶ 33-34.) She also complained about marginalization and discrimination in regard to material terms and conditions of her employment, including Plaintiff's supervisor's refusal to hold one-on-one meetings with Plaintiff, which she regularly conducted with all of Plaintiff's White and/or Asian-American peers. (4AC, ¶ 35.) Plaintiff also complained about the toxic hostile work environment at Google, telling a Human Resources manager that she cried on the Google bus each day during the trip to work. (4AC, ¶ 36.) Plaintiff's supervisor used racist terms including "pow wow" in front of Plaintiff and others, and

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consistent with the settlement. The Court has made the corrections in this order and thanks the parties for their assistance.

continued to do so even after Plaintiff asked her to stop, informing her that the terms were offensive to Plaintiff as an Indigenous woman. (4AC, ¶ 37.)

Plaintiff sought an emergency transfer, but Google allowed her supervisor to continue preventing Plaintiff from being promoted or paid equitably. (4AC, ¶ 38.) While Plaintiff had been flagged internally by Google for "calibration issues" because she "has been performing above her level" for years, she did not undergo the usual calibration process for promotion due to the continued sabotage by citing vague and unsubstantiated "performance gaps" and regularly insulting Plaintiff's ability to complete basic work tasks. (*Ibid*.) Jane Hynes, Google's Vice President, Global Communications for Google Cloud, continued to rely on Plaintiff's supervisor's evaluations even after Plaintiff complained about her and stopped reporting to her directly. (*Ibid*.) Hynes refused to consider Plaintiff's subsequent supervisors' positive assessment in favor of her supervisor's discriminatory, harassing, and retaliatory assessment. (*Ibid*.) Google did nothing to address Plaintiffs multiple complaints, which Google Human Resources eventually conceded, admitting to Plaintiff that her complaints went into a "Black Hole." (4AC, ¶ 39.)

Plaintiff was so distressed that she could no longer do her job as usual, which necessitated a leave of absence. (4AC, ¶ 40.) She returned to work and continued to be demoralized by the ongoing discrimination, harassment, and retaliation-which, by September 2021, she could no longer tolerate. (*Ibid*.) Plaintiff was thus forced to resign and her last day of work was September 10, 2021. (*Ibid*.)

With regard to her PAGA claim, Plaintiff alleges that Google uses a common organizational and pay structure establishing compensation ranges based on employees' "job levels" or "1ob ladders." (4AC, ¶ 44.) At the same time, it assigns all positions to a "job family," within which employees perform similar job duties and responsibilities. (4AC, ¶ 45.) According to this structure, all employees in the same job level and job position are performing a like level of duties and responsibilities. (*Ibid*.) Google requires jobs in different job families to have standardized transferable skills so that an employee in one job level can transfer to a different job family with known standard skills required for the job level. (*Ibid*.) But several job levels contain overlapping job duties and responsibilities, creating a subjective element that enables decisionmakers to place employees with the same job duties and responsibilities into one of multiple job levels. (4AC, ¶ 46.)

When Plaintiff was hired, it was Google's standard practice to request each job candidate's salary history from his or her prior three jobs, and Google considered this information in determining the new employee's compensation and in what job level the new hire would be placed. (4AC, ¶ 47.) Plaintiff alleges on information and belief that this practice continued during the time period at issue in her representative claim. (*Ibid*.) At the same time, Google calculates annual merit raises as a percentage of an employee's current compensation, with the specific percentage raise based in part on each employee's performance ratings. (4AC, ¶ 48.) And when employees are promoted, their new salary is typically limited to a percentage of their prior salary. (4AC, ¶ 49.) Thus, employees' original job level and compensation affect the amounts they earn on a continuing basis. (4AC, ¶¶ 48-49.) As a result of these pay practices, employees were placed in job levels not based on skill, effort, or responsibility, but based on their prior salaries at other jobs. (4AC, ¶ 50.) Employees' compensation was inextricably linked to their prior salaries and therefore derived from pre-existing race- and/or ethnicity-based differentials in compensation, since diverse employees like Google's non-White and/or Asian/Asian-American employees have historically been paid disproportionately 1ow salaries. (*Ibid*.)

Based on these circumstances, Plaintiff alleges that Google "has paid and continues to pay its non-White and/or non-Asian/Asian-American employees systematically lower total compensation (including salary, stock and bonuses) than White employees performing substantially similar work when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions." (4AC, ¶ 54.) Specifically, Google has paid and continues to pay non-White and/or non-Asian/Asian-American employees- including Plaintiff- less than White employees in the same job position and job level, even though Google acknowledges that employees in the same job position and level perform substantially similar work. (4AC, ¶ 54.) Further, non-White employees are placed in lower job levels than White and/or Asian/Asian-American employees based on prior compensation, since Google "levels up" new employees into the job level that is commensurate with the salary range of a new hire's starting salary. (4AC, ¶ 57.) And in a separate violation experienced by Plaintiff, Google otherwise places White and/or Asian/Asian-American employees in higher job levels than non-White and/or Asian/Asian-American employees, even though non-White and/or non-Asian/Asian-American and White and/or Asian/Asian-American employees in the same job title but different job levels perform substantially similar work when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions. (4AC, ¶ 58.)

Plaintiff alleges that Google knows of these pay disparities through its own internal processes and data, including its calibration/pay equalization processes and reporting data, but has ratified the ongoing disparity by failing to take any action to equalize employees' pay. (4AC, ¶ 61.) Plaintiff herself complained of the pay disparity she experienced, and is further aware of an internal study by a non-White affinity group at Google evidencing pay disparities on the basis of race/ethnicity. (4AC, ¶¶ 62-63.) And it "is believed" that data Google reports to the California Department of Fair Employment and Housing also reflects pay disparities between non-White and White employees who perform substantially similar work when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions. (4AC, ¶ 66.)

Finally, Plaintiff alleges on information and belief that, like herself, other non-White and/or non-Asian/Asian-American employees who complained about pay disparities between them and White and/or Asian/Asian-American employees were retaliated against and were not given raises or promotions consistent with their skills, effort and responsibilities and were otherwise adversely affected in the terms and conditions of their employment. (4AC, ¶ 68.) Not only does Plaintiff make this allegation on information and belief, Plaintiff makes it on behalf of "her own personal experiences, her communications with colleagues, and publicly-available information regarding other non-White and/or non-Asian/Asian-American employees who have alleged discrimination and race- and ethnicity- based pay inequality against GOOGLE." (4AC, ¶ 69.)

Based on the foregoing, Plaintiff initiated this action on December 8, 2021, filed her first amended complaint on February 15, 2022, which asserted the following causes of action : (1) discrimination based on race/national origin/ancestry in violation of the Fair Employment and Housing Act ("FEHA"); (2) harassment based on race/national origin/ancestry in violation of FEHA; (3) retaliation for opposing practices forbidden by FEHA; (4) failure to prevent, investigate, and remedy discrimination, harassment, or retaliation in violation of FEHA; (5) whistleblower retaliation in violation of Labor Code section 1102.5; (6) intentional infliction of emotional distress; (7) negligent infliction of emotional distress; (8) violation of the Equal Pay Act; (9) wrongful termination in violation of public policy; (10) unfair and unlawful business practices in violation of Business & Professions Code § 17200 et seq.; and (11) civil penalties under PAGA. On August 22, 2022, the Court issued its order which sustained Google's demurrer with leave to amend. On September 20, 2023, Plaintiff filed her second amended complaint, which asserted the same causes of action. On January 18, 2024, the Court issued its order which granted Plaintiff's motion for leave to amend the complaint.

On January 22, 2024, Plaintiff filed her third amended and on March 12, 2025, the Court issues its order deeming the operative 4AC filed. The 4AC asserts the following causes of action: (1) discrimination based on race/national origin/ancestry in violation of the Fair Employment and Housing Act ("FEHA") (2) harassment based on race/national origin/ancestry in violation of FEHA; (3) retaliation for opposing practices forbidden by FEHA; (4) failure to prevent, investigate, and remedy discrimination, harassment, or retaliation in violation of FEHA; (5) whistleblower retaliation in violation of Labor Code section 1102.5; (6) intentional infliction of emotional distress; (7) negligent infliction of emotional distress; (8) violation of the Equal Pay Act; (9) wrongful termination in violation of public policy; (10) unfair and unlawful business practices in violation of Business & Professions Code § 17200 et seq.; (11) civil penalties under PAGA; (12) failure to pay all wages due to discharged and quitting employees; and (13) declaratory judgment.

Plaintiff now seeks an order: finally approving the proposed settlement; certifying the Class for settlement purposes; appointing Plaintiff as Class representative; appointing Beth Gunn and Catherine Coble of Gunn Coble LLP and Jennifer Kramer of Kramer Brown Hui LLP as Class counsel; approving distribution of the settlement funds; approving distribution of the PAGA penalties; ordering compliance with the non-monetary terms of the settlement; approving payment to Atticus Administration LLC ("Atticus") for settlement administration costs; and scheduling a compliance hearing.

II. REQUEST FOR JUDICIAL NOTICE

Plaintiff requests judicial notice of the following items:

(1) *Amichae v. Citigroup Global Markets, Inc.* (N.D. Cal.) Case No. 05-1298-PJH, August 13, 2008 Order: Exhibit 1; and

(2) *Ellis v. Google* (San Francisco Superior Court) Case No. CGC-17-561299, October 25, 2022 Order Granting Plaintiffs' Motion for Fees, Costs, and Class Representative Service Awards: Exhibit 2.

Besides citing generally to Evidence Code section 452, Plaintiff fails to provide any argument or analysis regarding her request. Nevertheless, Evidence Code section 452, subdivision, (d), permits the Court to take judicial notice of court records. However, Court records, including court orders, cannot be judicially noticed as to the truth of the stated factual findings. (See *Sosinsky v. Grant* (1992) 6 Cal.App.4th 1548, 1565; *Fowler v. Howell* (1996) 42 Cal.App.4th 1746, 1749; *Kilroy v. State of Calif*. (2004) 119 Cal.App.4th 140, 145-148.) A court order also cannot be judicially noticed as to the correctness of its legal findings. (See *Bolanos v. Superior Court* (2008) 169 Cal.App.4th 744, 761 [a written trial court ruling has no precedential value]; *In re Marriage of Shaban* (2001) 88 Cal.App.4th 398, 409 [there is no "horizontal stare decisis"].) Here, Plaintiff relies on these cases for their factual findings. Thus, Plaintiff's request for judicial notice is DENIED.

III. MOTION FOR FINAL APPROVAL

A. Legal Standard

i. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App. 4th 224, 234-235 (*Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

> In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.) The trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar, supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Id.* at pp. 130, 133.)

ii. PAGA

Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639, 2022 U.S. LEXIS 2940.)

Similar to its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp*. (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

The settlement must be reasonable in light of the potential verdict value. (See *O'Connor, supra,* 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8–9.)

B. SETTLEMENT CLASS

Plaintiff requests the following Settlement Class be finally certified:

> All current and former employees who self-identified to Google as Hispanic, Latinx, Indigenous, Native American, American Indian, Native Hawaiian, Pacific Islanders, and/or Alaska Native employees, but not employees who also self-identified as Black, who worked for Google in California any time during the Class Period.[2]

Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a class "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court …."

Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence: (1) an ascertainable class and (2) a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On Drug Stores*).) "Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing." (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing that class treatment will yield "substantial benefits" to both "the litigants and to the court." (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

In the settlement context, "the court's evaluation of the certification issues is somewhat different from its consideration of certification issues when the class action has not yet settled." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the settlement-only context, the case management issues inherent in the ascertainable class determination need not be confronted, and the court's review is more lenient in this respect. (*Id.* at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or

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[2] The Class Period is defined as "the period of time from February 15, 2018, until December 31, 2024.

overbroad class definitions require heightened scrutiny in the settlement-only class context, since the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

At preliminary approval, the Court provisionally certified the above-described class, determining that Plaintiff had demonstrated by a preponderance of the evidence (1) an ascertainable class, (2) a well-defined community of interest among the class members and (3) that a class action provides substantial benefits to both litigants and the Court. Consequently, the Court will certify the class for settlement purposes as requested.

B. TERMS AND ADMINISTRATION OF SETTLEMENT

The non-reversionary gross settlement is $28,000,000.00. Attorney's fees of up to $7,000,000; litigation costs of up to $300,000; and administrative costs of up to $36,000 will be paid from the gross settlement. $240,000 will be allocated to PAGA penalties, 75% of which ($180,000) will be paid to the LWDA, with the remaining 25% ($60,000) dispensed on a pro rata basis to "Aggrieved Employees", who are defined as "all current and former employees who self-identified to Google as Hispanic, Latinx, Indigenous, Native American, American Indian, Native Hawaiian, Pacific Islanders, and/or Alaska Native employees, but not employees who also self-identified as Black, who worked for Google in California any time during the PAGA Period."[3] Plaintiff will seek an incentive award of $50,000.

The net settlement amount—estimated to be $20,481,511.17—will be allocated to members of the "Class", who are defined as "all current and former employees who self-identified to Google as Hispanic, Latinx, Indigenous, Native American, American Indian, Native Hawaiian, Pacific Islanders, and/or Alaska Native employees, but not employees who also self-identified as Black, worked for Google in California any time during the Class Period."[4] For tax purposes, settlement payments will be allocated 40% to wages and 60% to non-wages (i.e., interest and penalties). The employer-side payroll taxes will be paid by Defendant separate

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[3] The PAGA Period is defined as "the period of time from December 8, 2020, until December 31, 2024.

[4] The net settlement amount has increased since the motion for preliminary approval because of the actual litigation costs sought by Class Counsel.

from, and in addition to, the gross settlement amount. Funds associated with checks uncashed after 180 days will be transmitted to the Controller of the State of California to be held in trust for such class members pursuant to California unclaimed property law. It is estimated that that are 6,842 Class Members, which results in an average payment to each Class Member of $2,997.60, with a minimum payment of $250.

In exchange for settlement, Class Members who do not opt out will release:

> Any and all known and unknown class claims asserted against Google and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders, insurance carriers and agents, and any other successors, assigns and legal representatives and its related persons and entities ("Released Parties") that arise out of or relate to the class allegations in the operative complaint for the time period of February 15, 2018 through the date upon which the Class Settlement is preliminarily approved, including but not limited to the allegations that Google paid Class Members less than it paid White and Asian employees for substantially similar work, or that Google otherwise discriminated against Class Members on the basis of race with respect to pay. The released claims include but are not limited to claims brought under California Labor Code section 201-203, 1194.5, 2698, *et seq.* and California Business and Professions Code section 17200, *et seq.* Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, relief from unfair competition under California Business and Professions Code section 17200, *et seq.*, attorneys' fees and costs and interest.

Aggrieved Employees, who consistent with the statute will not be able to opt out of the PAGA portion of the settlement, will release:

> Any and all claims under PAGA for civil penalties against Google and the Released Parties that were pled or could have been pled based on the factual allegations contained in the notice submitted by Plaintiff to the LWDA pursuant

to PAGA that occurred from December 8, 2020, until the date upon which the Class Settlement is preliminarily approved, including but not limited to claims under California Labor Code sections 201-204, 210, 226, 1194.5, 1197.5 and 2698, *et seq*.

The foregoing releases are appropriately tailored to the allegations at issue. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

The notice period has now been completed. Bryn Bridley ("Bridley"), the Vice President of Business Development at Atticus, submits a declaration in support of the instant motion. Bridley states on May 2, 2025, Atticus received the Class data containing the names, last known mailing addresses, social security numbers, number of relevant Pay Periods and PAGA Pay Periods worked by Class Members. On May 9, 2025, Defense counsel provided an updated file. Prior to dissemination of the Class notice, the Settlement Class list was processed through the National Change of Address database.

On May 16, 2025, the Class notice was sent to 6,842 Settlement Class Members. 482 Class notices were returned as undeliverable. 113 of the undeliverable notices included forwarding address information and were re-mailed. 369 notices were sent to a professional service for address tracing and new addresses were obtained for 281 notices, while they were not obtained for 50 records. Of the 281 notices that were re-mailed, 22 were returned as undeliverable. 38 undeliverable records were not traced. All undeliverable addresses on record at the time of distribution will be traced before payments are made. In total, 6,732 (98.39%) of the Settlement Class notices were successful.

The deadline to submit a request for exclusion, objection, or dispute was on July 15, 2025. As of the date of Bridley's declaration, 14 timely requests for exclusion were received and no objections. Atticus received 11 disputes, which were ultimately determined to be rejected because the Settlement Class Member mistakenly believed the calculation should have includes other categories. Settlement Class Members will receive an estimated average payment of $2,997.60, with a minimum payment of $250. Aggrieved Employees will receive an average payment of $8.75.

The Settlement also provides for administration costs to be paid to Atticus in the amount of $36,000. The Court finds this amount to be reasonable for Atticus's work in this matter, thus, the amount is approved.

At the preliminary approval, the Court found that the proposed settlement provides a fair and reasonable compromise to Plaintiff's claims, and that the PAGA settlement is genuine, meaningful, and fair to those affected. It finds no reason to depart from these findings now, especially considering that there are no objections. Therefore, the Court finds that the settlement is fair and reasonable for the purposes of final approval.

IV. MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE AWARD

Class Counsel seeks a fee award of $7,000,000, or 25% of the gross settlement amount. Class Counsel provides a lodestar figure of $2,499,924.00, which is based on 2,447 hours of work at billing rates ranging from $320 to $1,100 per hour, resulting in a multiplier of 2.8. This is within the range of multipliers that courts typically approve. (See *Wershba, supra*, 91 Cal.App.4th at p. 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases and citing the court's own survey of large settlements funding a range of 0.6-19.6, with most (20 to 24, or 83%) from 1.0-4.0 and a bare majority (13 of 24, or 54%) in the 1.5-3.0 range"].)

"While the percentage method has been generally approved in common fund cases, courts have sought to ensure the percentage fee is reasonable by refining the choice of a percentage or by checking the percentage result against the lodestar-multiplier calculation." (*Laffitte v. Robert Half Intern, Inc.* (2016) 1 Cal.5th 480, 495 (*Laffitte*).) Applying the latter approach,

> [T]he percentage-based fee will typically be larger than the lodestar based fee. Assuming that one expects rough parity between the results of the percentage method and the lodestar method, the difference between the two computed fees will be attributable solely to a multiplier that has yet to be applied. Stated another

> way, the ratio of the percentage-based fee to the lodestar-based fee implies a multiplier, and that implied multiplier can be evaluated for reasonableness. If the implied multiplier is reasonable, then the cross-check confirms the reasonableness of the percentage-based fee; if the implied multiplier is unreasonable, the court should revisit its assumptions.

(*Laffitte, supra,* 1 Cal.5th at p. 496, quoting Walker & Horwich, *The Ethical Imperative of a Lodestar Cross-check: Judicial Misgivings About "Reasonable Percentage" Fees in Common Fund Cases* (2005) 18 Geo. J. Legal Ethics 1453, 1463.) As described by the California Supreme Court, "[i]f the multiplier calculated by means of a lodestar crosscheck is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Laffitte, supra,* 1 Cal.5th at 505.)

Here, the multiplier sought by Class Counsel is within the range of multipliers typically approved by courts and is supported by the percentage cross-check. Thus, the Court finds counsel's request fee award is reasonable and therefore it is approved.

Class Counsel also seeks litigation costs in the amount of $152,458.83, which is less than the $300,000 allowed for in the Settlement. Based on the information contained in Plaintiff's counsels' declarations, this amount is reasonable and thus, it is approved.

Plaintiff requests a service payment in the amount of $50,000. To support this request, Plaintiff submits a declaration in which she describes her efforts in this action. Plaintiff states that she participated actively in this litigation and the settlement. (Cantu Declaration ("Decl."), ¶ 4.) Her work in this matter includes but is not limited to gathering employment related documents; identifying and interviewing potential class counsel to represent her and the Class; providing Class Counsel with factual information regarding Google's operations, data, communication, human resources data and management systems, and practices; helping prepare the complaints in this matter; monitoring media reports and alerting Class Counsel; reaching out to other putative Class Members; preparing for and sitting for depositions; reviewing her deposition transcripts; responding to written discovery; and preparing for and attending the mediation session. (Cantu Decl., ¶ 6.) Plaintiff estimates she has spent approximately 550 hours assisting with and participating in this case. (Cantu Decl., ¶ 6.) She further states she sacrificed her own personal interests and put her name in the public record in order to hold Google accountable. (Cantu Decl., ¶¶ 8-9.) She risked potential future employment opportunities and took on personal financial risk in pursuing this action. (Cantu Decl., ¶ 9; see *Covillo v. Specialty's Café* (N.D.Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29 [incentive awards are particularly appropriate where a plaintiff undertakes a significant "reputational risk" in bringing an action against an employer].) The Court finds that Plaintiff is entitled to the award and the amount requested is reasonable and thus, the request is approved.

V. CONCLUSION

In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Plaintiff's motion for final approval and for fees, costs, and class representative service award is GRANTED. The following class is certified for settlement purposes only:

> All current and former employees who self-identified to Google as Hispanic, Latinx, Indigenous, Native American, American Indian, Native Hawaiian, Pacific Islanders, and/or Alaska Native employees, but not employees who also self-identified as Black, who worked for Google in California any time during the Class Period.

Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Plaintiff and the members of the Class will take from the 4AC only the relief set forth in the settlement agreement and this order and judgment. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court will retain jurisdiction over the parties to enforce the terms of the settlement agreement and the final order and judgment.

The Court sets a compliance hearing for **May 14, 2026 at 2:30 P.M**. in Department 7. At least At least ten court days before the hearing, class counsel and the settlement administrator shall submit a summary accounting of the net settlement fund identifying distributions made as ordered herein; the number and value of any uncashed checks; amounts remitted pursuant to

Code of Civil Procedure section 384, subdivision (b); the status of any unresolved issues; and any other matters appropriate to bring to the Court's attention. Counsel shall also submit an amended judgment as described in Code of Civil Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.

IT IS SO ORDERED.

IT IS SO ORDERED.

Date: September 12, 2025

CHARLES F. ADAMS
Judge of the Superior Court