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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 23 2023

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

BRIAN QUINLAN, on behalf of himself and
all those similarly situated,
Plaintiff,
vs.
SALESFORCE, INC.,
Defendant.

Case No. ~~CV~~SB2215821
**[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Date: January 23, 2023
Time: ~~10:00 a.m.~~ 1:30pm
Judge: Hon. David Cohn
Dept.: S-26 J. ORTIZ

Complaint filed: July 21, 2022

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SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

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20 *Counsel for Defendant Salesforce, Inc.*

1 On January 23, 2023, 2022, a hearing was held on the joint motion of Plaintiff Brian
2 Quinlan ("Plaintiff") and Defendant Salesforce, Inc. ("Salesforce") (collectively, the "Parties")
3 for approval of a settlement agreement pursuant to the Labor Code Private Attorneys General Act
4 of 2004 ("PAGA"), Cal. Lab. Code § 2698 *et seq.* Edward J. Wynne of Wynne Law Firm
5 appeared for Plaintiff, and Zachary P. Hutton of Paul Hastings LLP appeared for Salesforce. The
6 Court having considered all papers filed and proceedings herein and otherwise being fully
7 informed, and having made this Judgment which constitutes a final adjudication of this matter on
8 the merits, and good cause appearing,

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

10 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
11 have the same meaning as given in the Settlement Agreement (the "Settlement") executed between
12 the Parties on or around May 18, 2022.

13 2. The Labor Workforce and Development Agency ("LWDA") has been given notice
14 of the Settlement. Pursuant to sections 2699(1)(2) and (1)(4) of the California Labor Code, on the
15 date the Parties filed with the Court the motion seeking approval of the Settlement, Plaintiff
16 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court
17 finds and determines that Plaintiff's notice of the Settlement complied with the statutory
18 requirements of PAGA.

19 3. The Court confirms approval of the Settlement as to the following group of
20 individuals, collectively referred to as the "Settlement Group Members":

21 All current and former employees who worked for Salesforce in
22 California as a non-exempt Account Executive at any time from
August 9, 2020 through March 18, 2022.

23 4. This Court has jurisdiction over the subject matter of this litigation, over all
24 Settlement Group Members, and over those persons and entities undertaking affirmative
25 obligations under the Settlement.

26 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
27 Accordingly, the Court hereby finally and unconditionally approves the Settlement.
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1 6. The Court approves the Notice of Settlement to be mailed to Settlement Group
2 Members, Exhibit B to the Settlement Agreement, which provides instructions for Settlement
3 Group Members to dispute and/or correct their Settlement Share before payments are made.

4 7. The Court finds that each Settlement Group Member, in accordance with the
5 Settlement, releases the following "Released Claims" against the Released Parties, as defined by
6 the Settlement Agreement.

7 Any and all claims under PAGA arising during each Settlement
8 Group Member's employment as a non-exempt Account Executive
9 with Salesforce during the PAGA Period and based on the facts
10 alleged by Plaintiff in the Action and in Plaintiff's LWDA Notice,
11 including but not limited to claims for civil penalties based on alleged
12 failure to pay for all time worked, failure to pay overtime wages,
13 failure to provide meal and rest periods and/or pay meal and rest
14 period premiums, failure to reimburse all necessary business
expenses, failure to provide accurate itemized wage statements,
failure to timely pay all wages owed during employment or at
termination, failure to keep required records, including claims based
on Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512,
558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 et seq., the
Industrial Welfare Commission Wage Orders, and any resulting
claim for attorneys' fees and costs.

15 8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
16 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
17 are fair and reasonable.

18 9. The Court authorizes the Settlement Administrator to calculate and pay the
19 Settlement Shares, in accordance with the terms of the Settlement.

20 10. The Court awards the Settlement Administrator in this Action its fees and costs of
21 \$10,500, in accordance with the terms of the Settlement.

22 11. The Court awards to Plaintiff's Counsel in this Action one-third of the Total
23 Settlement Amount for its attorneys' fees and an additional \$14,878.25 in costs, in accordance with
24 the terms of the Settlement.

25 12. The Court approves the allocations and payment of \$900,000 as for the compromise
26 of claims brought under PAGA, to be paid in accordance with the terms of the Settlement. Under
27 the terms of the Settlement, 75% of the Net Settlement Amount will be paid to the LWDA ("LWDA
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1 Payment”), and the remaining 25% of the Net Settlement Amount shall be distributed to the
2 Settlement Group Members in accordance with the terms of the Settlement.

3 13. Checks for the Settlement Shares sent to Settlement Group Members shall be valid
4 for 120 days after issuance. Funds remaining from any checks for Settlement Shares uncashed after
5 120 days will be disbursed to the California State Controllers’ Office, Unclaimed Property Fund,
6 in the name of the Settlement Group Member.

7 14. The Court retains exclusive and continuing jurisdiction over this Action for purposes
8 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
9 as well as the Settlement.

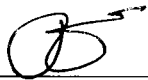
10 15. The Settlement and this resulting Order and Judgment represent a compromise of
11 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as
12 an admission or concession by any party.

13 16. Salesforce is directed to submit a copy of this order to the LWDA within 10 days of
14 the date of this Order.

15 17. Within 180 days of the date of this Order, the Parties are directed to file a joint status
16 report regarding the status of the distribution of settlement proceeds. Upon satisfaction that the
17 appropriate payments have been made, the Court will close this case.

18 **IT IS SO ORDERED AND ADJUDGED.**

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20 Dated: 1/23/23

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Hon. David **JOSEPH T. ORTIZ**
22 Judge of the Superior Court
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