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

DANIEL KELLEY, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

ORACLE AMERICA, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendant.

Case No. **23-CIV-03540**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: September 4, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Nina Shapirshteyn
Dept.: 11

Action Filed: July 31, 2023
Trial Date: Not Set

1 **ORDER AND JUDGMENT**

2 Plaintiff Daniel Kelley ("Plaintiff") moves for approval of the settlement of Plaintiff's claims
3 under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California
4 Labor Code § 2699(l), against Defendant Oracle America, Inc. ("Defendant").

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
6 this action and is authorized to act as private attorney general with respect to the PAGA claims being
7 released under the terms of the Settlement Agreement and Release of PAGA Claim ("Settlement
8 Agreement"), which is incorporated by reference. The California Labor Workforce Development
9 Agency was provided with notice of the Settlement and the motion for approval of the PAGA
10 settlement via its online process and no objection has been received to the settlement or the motion
11 from the Labor Workforce Development Agency.

12 The Parties seek approval of the settlement of Plaintiff's PAGA claims and the Net PAGA
13 Settlement Amount to be paid as part of the settlement as set forth in the Settlement Agreement which
14 was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total
15 sum of \$2,360,000, which includes the Net PAGA Settlement Amount, the Administration Expenses
16 Payment (not to exceed \$25,000) for Apex Class Action Administration to administer the settlement,
17 the Service Award payment (not to exceed \$20,000), the attorney's fees payment in the amount of
18 \$786,666 (one-third of the Gross Settlement Amount), and attorney's costs incurred in the amount of
19 \$25,633.90. The Net PAGA Payment in the amount not less than \$1,493,334, which is the amount
20 remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses
21 Payment, the Service Award and attorney's fees and costs incurred, shall be allocated to Labor Code
22 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the
23 payment will be paid to the LWDA (not less than \$1,120,000.50) and 25% will be paid to the Alleged
24 Aggrieved Employees (not less than \$373,333.50).

25 The Court, having reviewed the evidence and papers submitted and argument of counsel,
26 pursuant to Labor Code section 2699(l)(2) determines that the settlement is, in all respects, fair,
27 reasonable, and adequate and hereby GRANTS the Plaintiff's motion and approves the PAGA
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1 settlement as set forth in the Settlement Agreement and the Net PAGA Payment, which shall be
2 allocated and paid out as set forth in the Settlement Agreement.

3 The “Alleged Aggrieved Employees” are defined as all current and former non-exempt or
4 hourly-paid employees who were employed by Defendant Oracle America, Inc. in California for at
5 least one Eligible Pay Period which means any pay period worked by an Alleged Aggrieved Employee
6 while they were in a non-exempt or hourly paid position in California at any time during the PAGA
7 Period. The PAGA Period is the period from April 12, 2022 through February 2, 2025.

8 Effective on the date that this Order is entered, Defendant and the Released Parties (as defined
9 in the PAGA Settlement Agreement) shall be entitled to a release by Plaintiff, individually and in his
10 representative capacity on behalf of the LWDA and all Alleged Aggrieved Employees, of the Released
11 PAGA Claims. The “Released PAGA Claims” means any and all claims, debts, liabilities, demands,
12 actions, or causes of action for civil penalties that were alleged or which could have been alleged based
13 on the factual allegations in the operative complaint and Plaintiff’s LWDA letter in the Action that
14 occurred during the PAGA Period including all claims for civil penalties for failure to accurately
15 record and pay for all time worked, including minimum wages and overtime; failure to accurately
16 calculate the regular rate of pay; failure to provide compliant meal and rest periods; failure to provide
17 reporting time pay; failure to timely pay all wages due; failure to accurately pay sick and vacation pay
18 wages; failure to pay all wages due at termination, including unlawful deductions and failing to pay
19 vacation; failure to provide suitable seating; and failure to provide accurate itemized wage statements,
20 including by failing to show the correct gross and net wages earned including alleged violations of
21 California Labor Code Sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512,
22 558, 1194, 1197, 1197.1, 1198, 2699 *et seq.*, California Code of Regulations, Title 8, Section 11040,
23 California Code of Regulations, Title 8, Section 11070, and the applicable Wage Order(s). The
24 Released PAGA Claims expressly excludes any other claims, including class claims, claims for vested
25 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
26 insurance, disability, social security, workers’ compensation, claims based on facts occurring outside
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1 the PAGA Period or claims set forth in Plaintiff's Individual Settlement Payment which is subject to
2 a separate confidential agreement.

3 The Court further finds that notice of the settlement is not required to be provided to Alleged
4 Aggrieved Employees; however, the Court approves the letter attached hereto as "Exhibit 1," and the
5 Administrator shall distribute the letter to the Alleged Aggrieved Employees at the same time that it
6 distributes the Individual PAGA Payments to the Alleged Aggrieved Employees.

7 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
8 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
9 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
10 ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation), or any
11 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
12 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as
13 to Plaintiff, the Alleged Aggrieved Employees, or any other person, and Defendant specifically
14 disclaims any such liability or wrongdoing.

15 IT IS HEREBY ORDERED that final judgment be entered on the PAGA claims asserted in
16 Plaintiff's Representative Action Complaint, and that the claims asserted under PAGA in this action
17 is dismissed with prejudice.

18 After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure
19 §664.6, retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 solely for purposes
20 of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement
21 administration matters, including but not limited to effectuating dismissal of the Action with prejudice
22 following full compliance with this Order; and (iii) such post- Final Order and Judgment matters as
23 may be appropriate under court rules or as set forth in the Settlement Agreement.

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1 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
2 **ENTERED ACCORDINGLY.**

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4 DATED: _____

5 THE HONORABLE NINA SHAPIRSHTEYN
6 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 1

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: Notice of PAGA Settlement Payment From *Daniel Kelley v. Oracle America, Inc.*

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Daniel Kelley v. Oracle America, Inc.*, Case No. 23-CIV-03540 (San Mateo County Superior Court) (the “Action”).

The Action was filed against Oracle America, Inc. (“Oracle”) pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”). The claim was brought by a former Oracle employee on behalf of himself, the State of California and the Alleged Aggrieved Employees, which are all persons currently or formerly employed by Oracle in a non-exempt or hourly-paid position in California at any time from April 12, 2022, through February 2, 2025 (the “PAGA Period”). You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Oracle owed penalties under PAGA for alleged violations of the California Labor Code related to unpaid wages including overtime wages; sick pay wages; meal and rest breaks; reporting time pay; accurate wage statements; timely payment of wages during or at separation of employment; provision of suitable seating to employees as applied to employees of Oracle who performed work in a non-exempt or hourly-paid position in California at any time from April 12, 2022, through February 2, 2025.

Oracle denies the allegations and maintains that its policies and practices were lawful and that all employees were provided all wages and compensation to which they were entitled to under the law, and denies that it owes any unpaid wages or penalties.

The Court has not ruled on the merits of the lawsuit, but it has approved the \$2,360,000.00 settlement amount agreed upon by the parties. This Gross Settlement Amount will be allocated as follows: (1) third-party settlement administration fees not to exceed \$25,000; (2) attorneys’ fees of up to \$786,666 to the Plaintiff’s counsel; (3) litigation fees and costs of up to \$35,000 to the plaintiff’s counsel; and a Service Award to the Plaintiff of up to \$20,000.00. The remaining funds after these disbursements are available for distribution (“Net PAGA Settlement Amount”).

Under the applicable law, 75% of the Net Settlement Amount will go to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining 25% of the Net PAGA Settlement Amount goes to the Alleged Aggrieved Employees. The 25% of the Net PAGA Settlement Amount will be paid on a pro-rata basis as Individual PAGA Payments to Alleged Aggrieved Employees. The Administrator has calculated each Alleged Aggrieved Employees’ Individual PAGA Payment by (a) dividing the amount of the Alleged Aggrieved Employees’ 25% share of Net PAGA Settlement Amount by the total number of Eligible Pay Periods worked by all

Alleged Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Alleged Aggrieved Employee's Eligible Pay Periods.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the LWDA will be bound by the judgment in this matter as to PAGA civil penalties, including being bound by the following release:

Plaintiff, individually and in his representative capacity on behalf of the State of California and all Alleged Aggrieved Employees, will fully and finally release and discharge the Released Parties, from any and all claims, debts, liabilities, demands, actions, or causes of action for civil penalties under the PAGA that were alleged or which could have been alleged based on the factual allegations in the operative complaint and Plaintiff's LWDA letter in the Action that occurred during the PAGA Period including all claims for civil penalties for failure to accurately record and pay for all time worked, including minimum wages and overtime; failure to accurately calculate the regular rate of pay; failure to provide compliant meal and rest periods; failure to provide reporting time pay; failure to timely pay all wages due; failure to accurately pay sick and vacation pay wages; failure to pay all wages due at termination, including unlawful deductions and failing to pay vacation; failure to provide suitable seating; and failure to provide accurate itemized wage statements, including by failing to show the correct gross and net wages earned including alleged violations of California Labor Code Sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2699 *et seq.*, California Code of Regulations, Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070, and the applicable Wage Order(s) (the "Released PAGA Claims"). Each Alleged Aggrieved Employee will be deemed to have made the foregoing Release as if by manually signing it. Except as otherwise released by Plaintiff individually in Plaintiff's general release pursuant to the Individual Settlement Agreement, the Alleged Aggrieved Employees do not release any other claims, including class claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the PAGA Period.

Even if you do not cash your check, you will still be bound by the settlement. Your share of the civil penalties will be sent to the California State Controller's Unclaimed Property Fund where the funds may be claimed.

You may contact the <<SETTLEMENT ADMINISTRATOR>> if you have any questions about this payment.