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10 *Attorneys for Plaintiff and the Putative Class*

11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12
13 **FOR THE COUNTY OF ALAMEDA**

14 STUART AMBLER, on behalf of himself and
15 all others similarly situated;

16 Plaintiffs,

17 v.

18 LINKEDIN CORPORATION, a Delaware
19 corporation doing business as LinkedIn, and
20 DOES 1 through 10, inclusive,

21 Defendants.

Case No.: 23CV049040

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Reservation No.: 386514811638

Date: June 3, 2025
Time: 10:00 a.m.
Location: Dept. 23
Judge: Hon. Michael Markman

1 **PLEASE TAKE NOTICE** that pursuant to Rule 3.769 of the California Rules of Court, on
2 June 3, 2025 at 10:00 a.m. or as soon thereafter as the matter may be heard in Department 23 of the
3 above-entitled Court, located at 1221 Oak Street, 4th Floor, Oakland, CA 94612, Plaintiff Stuart
4 Ambler (“Plaintiff”) will and hereby does move this Court for:

- 5 1) Preliminary approval of the proposed Class and Representative Action Settlement (the
6 “Settlement”) between Plaintiff and Defendant LinkedIn Corporation, Inc. doing business
7 as LinkedIn (“Defendant”);
- 8 2) Provisional certification, pursuant to section 382 of the California Code of Civil
9 Procedure, for settlement purposes only, of the proposed Class defined as follows: all
10 current and former employees who are or were employed by Defendant at any time from
11 October 27, 2019 to February 27, 2025, and who worked in California during this time
12 period in Software Engineering job titles or job families, including but not limited to
13 Software Engineers, Senior Software Engineers, and/or Staff Software Engineers;
- 14 3) Preliminary appointment of Stuart Ambler as Class Representative;
- 15 4) Preliminary appointment of Hunter Pyle and Katie Fiester of Hunter Pyle Law as Class
16 Counsel;
- 17 5) The scheduling of a final approval hearing date to consider whether the Settlement should
18 be finally approved and to award an amount for a service payment to Plaintiff, and
19 attorneys’ fees and costs to Plaintiff’s counsel;
- 20 6) Appointment of Simpluris, Inc. as the third-party Settlement Administrator; and
- 21 7) Approval of the proposed Class Notice, and an order that it be disseminated to the
22 proposed Class as provided in the Settlement.

23 This motion is based on this notice of motion; the attached memorandum of points and
24 authorities; the declaration of Hunter Pyle in Support of Plaintiff’s Motion for Preliminary Approval
25 of Class and Representative Action; the declaration of Stuart Ambler in Support of Plaintiff’s Motion
26 for Preliminary Approval of Class and Representative Action; the declaration of Denise Islas on
27 behalf of Simpluris, Inc.; the pleadings and other papers filed in this action; and any further oral or
28 documentary evidence or argument presented at the time of hearing.

1
2 DATED: May 14, 2025

Respectfully Submitted,
HUNTER PYLE LAW, PC

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4 By: 
5 Hunter Pyle
Katie Fiester

6 Attorneys for Plaintiff and the Putative Class
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to Rule 3.769 of the California Rules of Court, Plaintiff Stuart Ambler (“Plaintiff”)
4 respectfully requests that this Court grant preliminary approval of the proposed Class¹ and
5 Representative Action Settlement (the “Settlement”), agreed to by Plaintiff and Defendant LinkedIn
6 Corporation (“Defendant”). Plaintiff and Defendant are collectively referred to herein as the
7 “Parties.”

8 Plaintiff brings this action based on Defendant’s alleged failure to reimburse Class Members
9 for the use of their personal cell phones for work-related purposes. Plaintiff and the other Class
10 Members he seeks to represent are individuals who worked for Defendant in California in Software
11 Engineering job titles and job families. (See Declaration of Hunter Pyle in Support of Plaintiff’s
12 Motion for Preliminary Approval (“Pyle Decl.”), ¶ 33.) These individuals are readily identifiable
13 using Defendant’s payroll and HR records.² (*Ibid.*)

14 The Class and Representative Action Settlement Agreement (“Settlement Agreement”),
15 which is attached as Exhibit 1 to the Pyle Decl., is not a claims-made settlement. (Pyle Decl., ¶ 3
16 & Exhibit 1.) It includes the following essential terms:

- 17 1) Certification of a Class comprised of all current and former employees who are or were
18 employed by Defendant at any time from October 27, 2019 to February 27, 2025, and
19 who worked in California during this time period in Software Engineering job titles or
20 job families, including but not limited to Software Engineers, Senior Software Engineers,
21 and/or Staff Software Engineers. (Settlement Agreement, ¶ I(D).)
- 22 2) Payment of a non-reversionary Maximum Settlement Amount of \$1,500,000, that
23 includes all settlement payments to Participating Class Members, Plaintiff’s Class
24 Representative Payment, Class Counsel’s attorneys’ fees and expenses, the PAGA
25

26 ¹ Unless otherwise defined, all capitalized terms herein have the same meanings as those in the
27 Settlement Agreement.

28 ² As explained more fully below, Defendant has identified 6,876 Class Members through the end of
December 2024.

Allocation, and the Settlement Administrator's fees and costs. (Settlement Agreement, ¶ III(A).) These amounts, pending Court approval, are as follows:

- a. A PAGA Allocation totaling \$170,000, with 75% (\$127,500) paid to the California Labor and Workforce Development Agency ("LWDA") and the remaining 25% (\$42,500) paid to the Aggrieved Employees. (Settlement Agreement, ¶ III(B)(3).)
- b. Administrative Costs of up to \$32,000. (Settlement Agreement, ¶ III(B)(4).)
- c. A Class Representative Service Payment to Plaintiff of up to \$10,000. (Settlement Agreement, ¶¶ III(B)(1).)
- d. An award of up to one-third of the Maximum Settlement Amount in attorneys' fees (\$500,000) and up to \$25,000 in reimbursement of litigation costs to Plaintiff's counsel. (Settlement Agreement, ¶¶ III(B)(2).)

3) The Net Settlement Amount is the Maximum Settlement Amount minus the Class Representative Payment, Plaintiff's counsel's Fees and Expenses Payment, the PAGA Allocation, the Settlement Administrator's fees and expenses, pending this Court's approval. (Settlement Agreement, ¶ I(V).) Upon approval of the Court, the Net Settlement Amount of approximately \$763,000.00 will be allocated to Class Members on a *pro rata* basis based on the number of months worked during the Class Period by each individual Participating Class Member divided by the aggregate number of months worked by all Participating Class Members. (Settlement Agreement, ¶ III(C); see also Pyle Decl., ¶¶ 39, 49.) The PAGA Payment allocated to Aggrieved Employees is currently projected to be an additional \$42,500. (Settlement Agreement, ¶ III(B)(3); see also Pyle Decl., ¶¶ 35, 39, 50.)

As discussed below, the Settlement satisfies all criteria for preliminary approval under California law and falls well within the range of reasonableness. The Settlement was reached through informed, arms-length bargaining at and after mediation between experienced attorneys. Accordingly, Plaintiff respectfully requests that the Court enter an Order (1) preliminarily approving

1 the proposed Settlement; (2) provisionally certifying the Class; (3) provisionally approving the
2 appointment of Stuart Ambler as Class Representative; (4) provisionally approving the appointment
3 of Hunter Pyle Law as Class Counsel; (5) setting a final fairness and approval hearing; (6)
4 appointing Simpluris, Inc. (“Simpluris”) as the third-party Settlement Administrator; and (7)
5 approving and directing distribution of a Notice of Settlement of Class Action (“Class Notice”) to
6 the Class (attached as Exhibit A to the Settlement Agreement).

7 **II. SUMMARY OF THE ACTION**

8 **A. FACTUAL AND PROCEDURAL BACKGROUND**

9 Defendant is one of the largest global online social networks with a professional focus. (Pyle
10 Decl., ¶ 19.) Plaintiff and the other Class Members worked for Defendant in Software Engineering
11 job titles or job families throughout California. (*Ibid.*) Plaintiff alleges that, at Defendant’s direction,
12 Class Members used the Microsoft Authenticator application on their personal cell phones for work-
13 related purposes. (Pyle Decl., ¶ 20.) Specifically, Plaintiff alleges that Defendant required Class
14 Members to use the Microsoft Authenticator application in order to access essential work software
15 and communications to perform their job duties. (*Ibid.*) Defendant denies these allegations.

16 On October 6, 2023, Plaintiff notified the Labor and Workforce Development Agency
17 (“LWDA”) of Defendant’s alleged violations of the Private Attorneys General Act (“PAGA”), Labor
18 Code section 2698, *et seq.* (Pyle Decl., ¶¶ 4, 21 & Exhibit 2.) Plaintiff filed an amended PAGA
19 Notice on October 27, 2023. (*Id.* at ¶¶ 5, 21 & Exhibit 3.)

20 On October 27, 2023, Plaintiff commenced the Action by filing a complaint in Alameda
21 County Superior Court alleging the following claims: (1) failure to reimburse business expenses
22 (Labor Code § 2802) and (2) unfair business practices (Business & Professions Code §§ 17200 *et*
23 *seq.*). (Pyle Decl., ¶ 22.)

24 On January 2, 2024, after more than sixty-five days had passed without the LWDA taking
25 any action, Plaintiff filed a First Amended Complaint that added a representative cause of action
26 seeking civil penalties for Labor Code violations pursuant to PAGA. (Pyle Decl., ¶ 23.)
27
28

1 On May 31, 2024, after meeting and conferring with Defendant's previous counsel regarding
2 the pleadings, Plaintiff filed the operative Second Amended Complaint. (Pyle Decl., ¶ 24.)

3 **B. INVESTIGATION AND SETTLEMENT**

4 Plaintiff's counsel have conducted a thorough investigation into the facts relevant to the
5 Action and have diligently pursued an investigation of Class Members' claims against Defendant.
6 (Pyle Decl., ¶ 25.)

7 The Parties agreed to attend mediation with the assistance of experienced mediator Michael
8 Dickstein, Esq. (Pyle Decl., ¶ 26.) Prior to the mediation, the Parties met-and-conferred and agreed
9 that Defendant would produce informal discovery that would allow them to productively move
10 forward with settlement discussions. (*Ibid.*) Among other things, Defendant produced, and Plaintiff's
11 counsel reviewed, information and data regarding the claims asserted in the Action, and the defenses
12 available to Defendant. (Pyle Decl., ¶ 27.)

13 For example, Plaintiff's counsel reviewed and analyzed relevant Microsoft Authenticator
14 policies, various versions of arbitration agreements, and significant data indicating the number of
15 Class Members, the number of months those Class Members were employed throughout the Class
16 Period, the number of months Class Members were not issued work cell phones or compensated for
17 cell phone use, the number Class Members who were purportedly subject to an arbitration agreement,
18 and Defendant's reimbursement policies. (Pyle Decl., ¶ 28.) Defendant determined that, based on its
19 payroll and HR data, there were 6,875 Class Members as of the end of December 2024. (*Ibid.*)

20 Prior to engaging in settlement discussions, Plaintiff conducted a damages analysis based on
21 the information and data that Defendant provided. (Pyle Decl., ¶ 29.) Plaintiff then provided the
22 mediator with a detailed analysis of Defendant's alleged liability and alleged damages. (*Ibid.*)

23 On February 27, 2025, the Parties attended an all-day mediation with Mr. Dickstein, which
24 ended in an agreement in principle to settle the claims in this Action. (Pyle Decl., ¶ 30.) The terms
25 of the Parties' agreement were outlined in a Memorandum of Understanding. (*Ibid.*) The Parties
26 thereafter negotiated the terms of the Settlement Agreement. (*Ibid.*)

1 **C. REASONS FOR THE PARTIES' SETTLEMENT**

2 While Plaintiff believes that his claims have merit, he also acknowledges that Defendant
3 strongly disagrees, and denies it engaged in any wrongdoing. (Pyle Decl., ¶ 31.) Plaintiff also
4 recognizes the expense and length of protracted proceedings necessary to continue the litigation
5 against Defendant through trial and through any possible appeals. (*Ibid.*)

6 Plaintiff has also taken into account the uncertainty, risk and time commitment of further
7 litigation, including that the vast majority of Class Members signed arbitration agreements that
8 Defendant was prepared to enforce, the risk that if the matter is litigated a class may not be certified
9 by the Court, that any such certification may later be decertified, and potential appellate issues. (Pyle
10 Decl., ¶ 32.) Plaintiff is also aware of the burdens of proof necessary to establish liability for the
11 claims asserted in the Action, Defendant's defenses thereto, and the challenges in establishing
12 damages. (*Ibid.*)

13 **III. THE PROPOSED SETTLEMENT**

14 **A. ESSENTIAL TERMS OF THE SETTLEMENT**

15 The Settlement Agreement provides that Defendant shall pay the Maximum Settlement
16 Amount of \$1,500,000 to resolve the claims alleged in the Action. (Settlement Agreement, ¶ III(A).)
17 The essential terms of the Settlement are as follows:

18 **1. Class Definition**

19 The Class is defined as: all current and former employees who are or were employed by
20 Defendant at any time from October 27, 2019 to February 27, 2025, and who worked in California
21 during this time period in Software Engineering job titles or job families, including but not limited
22 to Software Engineers, Senior Software Engineers, and/or Staff Software Engineers. (Settlement
23 Agreement, ¶ I(D).) These individuals are readily identifiable using Defendant's payroll and HR
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1 records. Defendant has identified 6,876 Class Members through the end of December 2024.³ (*Id.* at
2 ¶ III(K)(2)(a); see also Pyle Decl., ¶ 33.)

3 2. Settlement Amount

4 The Maximum Settlement Amount of \$1,500,000 that Defendant agrees to pay to settle this
5 Action shall include all Settlement Share payments to Participating Class Members, the PAGA
6 Allocation, the Settlement Administrator’s fees and expenses, the Class Representative Service
7 Payment, and the Class Counsel Fees and Expenses Payment, pending this Court’s approval.
8 (Settlement Agreement, ¶ III(A).) The Maximum Settlement Amount will not cover the employer’s
9 share of any payroll taxes assessed on settlement payments to Class Members, if any. (*Ibid.*)

10 Pursuant to the Settlement, Defendant shall fund the Maximum Settlement Amount within
11 45 days after Judgment. (Settlement Agreement, ¶ III(H)(8).)

12 The Settlement Agreement provides that any and all claims for PAGA penalties alleged in
13 the LWDA Letter have been settled for the amount of \$170,000, which shall be allocated as follows:
14 75% (\$127,500) shall be paid to the LWDA and 25% (\$42,500) shall be distributed to the Aggrieved
15 Employees. (Settlement Agreement, ¶ III(B)(3).)

16 The Settlement Administrator’s fees and costs shall not exceed \$32,000 and will be deducted
17 from the Maximum Settlement Amount, upon approval by the Court. (Settlement Agreement, ¶
18 III(B)(4).)

19 Plaintiff’s counsel will apply to the Court for an award of \$10,000 to be paid to Plaintiff as a
20 service payment in recognition of his service to the Class. (Settlement Agreement, ¶ III(B)(1); Pyle
21 Decl., ¶ 37; see also Declaration of Stuart Ambler in Support of Plaintiff’s Motion for Preliminary
22 Approval of Class and Representative Action (“Ambler Decl.”).)

23
24
25 ³ The Settlement is conditioned on Defendant’s representations concerning the number of Class
26 Members and the number of months during which they worked during the Class Period. (Settlement
27 Agreement, ¶ III(K)(2)(a).) Specifically, Defendant has represented that there are 6,876 Class
28 Members who worked 238,325 months through the end of December 2024. (*Ibid.*) In the event the
number of Class Members or number of months they worked through the end of December 2024
increases by more than ten percent (10%), Plaintiff shall have the right to rescind the settlement.
(*Ibid.*)

1 The Settlement Agreement permits Plaintiff's counsel to apply to the Court for an award of
2 attorneys' fees not to exceed one-third the Maximum Settlement Amount, or \$500,000, plus
3 reasonable actual litigation costs not to exceed \$25,000. (Settlement Agreement, ¶ III(B)(2); see
4 also Pyle Decl., ¶ 38.)

5 The Net Settlement Amount is the Maximum Settlement Amount minus the PAGA
6 Allocation; the Settlement Administrator's fees and expenses; the Class Representative Service
7 Payment; and the Class Counsel Fees and Expenses Payment, pending this Court's approval.
8 (Settlement Agreement, ¶ I(V).) The Net Settlement Amount is currently estimated to be **\$763,000**
9 and the PAGA Payment allocated to Aggrieved Employees is currently projected to be an additional
10 **\$42,500** as follows:

Maximum Settlement Amount:	\$1,500,000.00
Less PAGA Allocation	-\$ 170,000.00
Less Settlement Administration Costs	-\$ 32,000.00
Less Service Payment	-\$ 10,000.00
Less Attorneys' Fees	-\$ 500,000.00
<u>Less Litigation Costs</u>	<u>-\$ 25,000.00</u>
NET SETTLEMENT AMOUNT	\$ 763,000.00

PAGA ALLOCATION:	\$ 170,000.00
<u>Less LWDA PAGA Payment</u>	<u>-\$ 127,500.00</u>
PAYMENT TO AGGRIEVED EMPLOYEES	\$ 42,500.00

18 (Pyle Decl., ¶ 39.)

19 3. The Settlement Is Neither Claims-Made nor Reversionary

20 This is not a claims-made Settlement. (Pyle Decl., ¶ 40.) Participating Class Members will
21 receive a portion of the Net Settlement Amount as long as they do not opt-out of the Settlement.
22 (*Ibid.*) All Aggrieved Employees will receive their portion of the PAGA Settlement. (Settlement
23 Agreement, ¶ III(I)(2).)

24 The Settlement is also non-reversionary. (Settlement Agreement, ¶ 9; see also Pyle Decl., ¶
25 41.) Under no circumstances will the Maximum Settlement Amount or any portion thereof revert
26 back to Defendant. (*Ibid.*)

1 **4. Settlement Administrator**

2 The Parties have agreed that Simpluris will serve as the Settlement Administrator.
3 (Settlement Agreement, ¶ III(E); Pyle Decl., ¶ 42.) Simpluris has successfully administered a large
4 number of wage and hour class action settlements in an efficient and effective manner. (Declaration
5 of Denise Islas on behalf of Simpluris, Inc. (Proposed Settlement Administrator) (“Islas Decl.”), ¶¶
6 2-3, Exh. A; Pyle Decl., ¶ 42.) Simpluris has provided a bid of \$30,597 for the proposed
7 administrative work. (Islas Decl., ¶ 9, Exh. C.) Plaintiff’s counsel considered two other bids before
8 choosing Simpluris, which had the lowest bid. (Pyle Decl., ¶ 42.)

9 **5. Class Notice, Opt-Out and Objections**

10 The Settlement Administrator shall mail and email a Class Notice, including a computation
11 of the amount of each Class Member’s Settlement Share and PAGA Payment, to all Class Members,
12 whose names, home addresses, and email addresses (to the extent available) Defendant will provide
13 to the Settlement Administrator. (Settlement Agreement, ¶ III(H)(2), Exh. A.) The Class Notice is
14 attached as Exhibit A to the Settlement Agreement. (*Id.* at Exh. A.)

15 The Class Notice informs each Class Member of their right to object to and opt-out of the
16 Settlement. (Settlement Agreement, ¶ III(H)(3), Exh. A.) The Class Notice provides instructions
17 regarding how to object to the Settlement, how to opt-out of the Settlement, and how to dispute the
18 computation of a Class Member’s Settlement Share and PAGA Payment. (*Ibid.*)

19 Class Members will have 60 days in which to postmark objections, disputes, and requests for
20 exclusion. (Settlement Agreement, ¶ III(H)(3).) Individuals who do not submit valid and timely
21 requests for exclusion shall be deemed Participating Class Members. (Settlement Agreement, ¶¶
22 I(AA); III(H)(3)(b).)

23 Class Members who submit valid and timely requests for exclusion will not be Participating
24 Class Members and will not be bound by the terms of the Settlement. (Settlement Agreement, ¶¶
25 I(AA); III(H)(3)(b).) However, Class Members that worked during the PAGA Period cannot opt-out
26 of the PAGA Settlement. (*Id.* at ¶¶ III(B)(3); III(H)(3)(b); see also *Robinson v. Southern Counties*
27 *Oil Company* (2020) 53 Cal.App.5th 476, review denied (Nov. 24, 2020).)

1 **6. Calculation of Payments and Distribution to Class Members**

2 Each Participating Class Member will receive a Settlement Share based on the actual number
3 of months they worked during the Class Period. (Settlement Agreement, ¶ III(C).)

4 Simpluris shall calculate each Class Member's Settlement Share as follows: Each
5 Participating Class Member shall receive a *pro rata* share of the Net Settlement Amount that is equal
6 to the number of months worked during the Class Period by each individual Participating Class
7 Member divided by the aggregate number of months worked by all Participating Class Members
8 during the Class Period. (Settlement Agreement, ¶ III(C).)

9 Simpluris shall calculate each Aggrieved Employee's PAGA Payment as follows: From the
10 \$170,000 PAGA Allocation, one-quarter (25%) (\$42,500) shall be distributed to the Aggrieved
11 Employees, which shall consist of all Class Members who were employed at any time during the
12 time period from October 6, 2022 to February 27, 2025. (Settlement Agreement, ¶ III(B)(3).) The
13 remaining three-quarters (75%) (\$127,500) of the PAGA Settlement shall be distributed to the
14 LWDA. (*Ibid.*)

15 Each Aggrieved Employee will receive a PAGA Payment *pro rata* based on the number of
16 months worked by each Aggrieved Employee during the PAGA Period compared to the aggregate
17 number of months worked by all Aggrieved Employees during the PAGA Period. (Settlement
18 Agreement, ¶ III(B)(3).)

19 For tax reporting, the Settlement Shares to the Participating Class Members will be
20 characterized as follows: 77.3% as wages, to be reported on W-2 tax forms, and 22.7% as interest to
21 be reported on 1099 tax forms. (Settlement Agreement, ¶¶ III(D)(1)(a-b).) This allocation roughly
22 tracks the proportion of these components in Plaintiff's damages model. (Pyle Decl., ¶ 52.) The
23 PAGA Payment will be characterized as one hundred percent (100%) penalties to be reported on
24 1099 tax forms. (Settlement Agreement, ¶ III(D)(1)(c).)

25 **7. Mailing of Checks**

26 Within 14 calendar days after Defendant fully funds the Settlement, the Settlement
27 Administrator will make all disbursements under the Settlement Agreement. (Settlement Agreement,
28

¶ III(H)(8).) The checks will remain negotiable for 180 days from the date of mailing. (*Id.* at ¶ III(H)(9).)

The Parties propose that the Court designate two *cy pres* beneficiaries: California CASA Association (Court Appointed Special Advocates) and Legal Aid at Work . (Settlement Agreement, ¶ III(H)(9).) If approved, any funds that remain from uncashed or unclaimed settlement checks shall be distributed 50% to California CASA Association (Court Appointed Special Advocates) and 50% to Legal Aid at Work. (*Ibid.*) Plaintiff will submit a declaration in support of his motion for final approval of the Settlement establishing that Legal Aid at Work and California CASA Association are qualified *cy pres* designees under Code of Civil Procedure section 384 because they are “nonprofit organizations providing civil legal services to the indigent.” (Pyle Decl., ¶ 54.) Plaintiff will also submit a declaration attesting to the fact that neither the Parties nor their attorneys have an interest in the governance of Legal Aid at Work or California CASA Association. (*Ibid.*)

IV. THE COURT SHOULD APPROVE THE PROPOSED SETTLEMENT

A. THE PROPOSED SETTLEMENT MEETS THE STANDARDS FOR PRELIMINARY APPROVAL

California Rule of Court 3.769 conditions settlement of a class action on court approval, which is generally evaluated under the federal standards applicable under Rule 23 of the Federal Rules of Civil Procedure. (*See Reed v. United Teachers Los Angeles* (2012) 208 Cal. App. 4th 322, 337 (Rule 3.769 requires the trial court to determine “that the settlement is fair, reasonable and adequate to all concerned”); *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026 (Rule 23(e) requires court to determine “whether a proposed settlement is fundamentally fair, adequate, and reasonable”).)

Settlement is the preferred means of resolution, particularly in complex class action litigation. (*See In re Syncor ERISA Litig.* (9th Cir. 2008) 516 F.3d 1095, 1101.) The Court’s role in evaluating a proposed settlement is to ensure that the agreement taken as a whole is fair and is within the range of reasonableness. (*See, e.g., Hanlon*, 150 F.3d at 1027.) There is an initial presumption of fairness

1 when the settlement agreement was negotiated at arm's-length by plaintiff's counsel. (See, e.g.,
2 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 130.)

3 **1. Standard for Preliminary Approval**

4 To make a fairness determination, the Court should consider several factors, including "the
5 strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the
6 risk of maintaining class action status through trial, the amount offered in settlement, the extent of
7 discovery completed and the stage of the proceedings, [and] the experience and views of counsel."
8 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 245.) "The list of factors is not
9 exclusive and the Court is free to engage in a balancing and weighing of the factors depending on
10 the circumstances of each case." (*Ibid.*)

11 For the reasons set forth below, the Court should find that the Settlement is fair, reasonable
12 and adequate.

13 **2. The Settlement is Within the Range of Reasonableness in Light of** 14 **Significant Litigation Risks**

15 The Settlement results in a benefit to all Class Members for the alleged use of their personal
16 cell phones for work-related purposes. (Pyle Decl., ¶ 55.) Participating Class Members will receive
17 an award based on the total number of months they worked for Defendant during the Class Period.
18 (Settlement Agreement, ¶ III(C).) Based on the Net Settlement Amount and 6,876 Class Members,
19 subject to Court approval, the average anticipated award will be approximately \$111.00 for each
20 Participating Class Member. (Pyle Decl., ¶ 55.) Accordingly, the Settlement provides meaningful
21 relief for the disputed Labor Code violations and will result in substantial benefit to all Class
22 Members. (*Ibid.*)

23 **3. The Settlement is Reasonable in Light of Significant Litigation Risks**

24 The Court must make an "independent assessment of the reasonableness of the terms of the
25 settlement" prior to granting preliminary and final approval. (*Clark v. American Residential Services*
26 *LLC* (2009) 175 Cal. App. 4th 785, 799; *Kullar*, 168 Cal. App. 4th at 127-128, 130, 133.) To do so
27 requires the parties to submit "basic information about the nature and magnitude of the claims in
28 question and the basis for concluding that the consideration being paid for the release of those claims

1 represents a reasonable compromise.” (*Clark*, 175 Cal. App. 4th at 800.) However, the Court should
2 not “attempt to decide the merits of the case or to substitute its evaluation of the most appropriate
3 settlement for that of the attorneys.” (*Kullar*, 168 Cal. App. 4th at 133.)

4 While Plaintiff and his counsel believe that this is a strong case, Defendant disagrees and has
5 made clear that it would vigorously defend their position in litigation. Defendant also denies that this
6 case is appropriate for class treatment.

7 Accordingly, there would be significant risks and expenses associated with litigating both
8 class certification and liability proceedings, which must be taken into account. (Pyle Decl., ¶ 57.)
9 The value of the Settlement recognizes the risks associated with litigating class certification, facing
10 a potential decertification motion if the case were certified, litigating potential motions for summary
11 judgment or adjudication, obtaining a judgment following a trial, and surviving an appeal. (*Ibid.*)

12 Plaintiff’s counsel calculated Defendant’s maximum potential exposure, including damages
13 under Labor Code section 2802, interest, and PAGA penalties, to be approximately \$9,280,000, as
14 explained in detail below. (Pyle Decl., ¶ 58.) However, that figure must be adjusted to account for
15 various litigation risks. Plaintiff’s counsel therefore considered the strengths and weaknesses of the
16 claims in this case in order to estimate a reasonable settlement value for the claims on behalf of the
17 Class Members. (*Id.* at ¶ 59.)

18 After conducting that analysis, Plaintiff’s counsel estimates that reasonable settlement value
19 to be approximately \$1,496,500. (Pyle Decl., ¶ 59.) The Settlement, which provides for immediate
20 relief in the amount of \$1,500,000, is therefore reasonable in light of the significant litigation risks.

21 A more detailed explanation of Plaintiff’s counsel’s analysis follows.

22 **i. The Unreimbursed Business Expenses Claim**

23 California law requires an employer to indemnify employees “for all necessary expenditures
24 or losses incurred. . .in direct consequence of the discharge of his or her duties. . .” (Lab. Code §
25 2802.) Here, Plaintiff alleges that Defendant failed to reimburse Class Members for using their
26 personal cell phone devices for work-related purposes. (Pyle Decl., ¶ 60.) Specifically, Plaintiff
27 alleges in the Action that Defendant required him and Class Members to use the Microsoft
28

1 Authenticator application on his personal cell phone for work-related purposes without
2 reimbursement for this use. (*Ibid.*)

3 According to Defendant's data, Plaintiff's counsel calculated that there were approximately
4 68,500⁴ months during which Class Members worked during the Class Period and were not provided
5 a work cell phone or reimbursed for cell phone expenses at least once. (Pyle Decl., ¶ 61.) Defendant's
6 data also showed an average amount of approximately \$68.00 for each Class Member who was
7 reimbursed for their cell phone expenses.

8 Assuming a \$68.00 cell phone reimbursement for each of the 68,500 months, Plaintiff's
9 counsel calculated the owed cell phone reimbursements to be \$4,658,000. (Pyle Decl., ¶ 61.)
10 Plaintiff's counsel also calculated 10% interest on the owed reimbursement payments that amounted
11 to approximately \$1,240,000. (*Ibid.*) Thus, Plaintiff counsel calculated Defendant's maximum
12 potential exposure for the cell phone reimbursements, including interest, to be approximately
13 \$5,900,000. (*Ibid.*)

14 **a. The Reasonable Settlement Value of the Unreimbursed Business**
15 **Expenses Claim**

16 In response, Defendant contends that it did not require Class Members to use Microsoft
17 Authenticator on their personal cell phones. (Pyle Decl., ¶ 62.) Defendant further contends that Class
18 Members could have authenticated their logins using other means, especially after Defendant
19 instituted a new policy after this Action was filed allowing Class Members to utilize a separate device
20 called a YubiKey to authenticate their logins. (*Ibid.*) Defendant also contends that it provided many
21 Class Members with work phones and reimbursed many others for the use of their personal cell
22 phones. (*Ibid.*)

23 Defendant further contends that it had a valid cell phone reimbursement policy allowing Class
24 Members to request either reimbursement or a work-issued phone if they indeed used their personal

25
26 ⁴ Defendant provided data through December 31, 2024 showing approximately 66,350 months
27 during which Class Members worked during the Class Period and were not provided a work cell
28 phone or reimbursed for cell phone expenses at least once. (Pyle Decl., ¶ 61.) Plaintiff's counsel
extrapolated those months through February 27, 2025, resulting in a total of approximately 68,500
months. (*Ibid.*)

1 cell phones for work-related purposes. (Pyle Decl., ¶ 63.) Thus, under this policy, Defendant
2 contends that it provided many Class Members with work phones and reimbursed many others for
3 the use of their personal cell phones. (*Ibid.*)

4 Defendant also contends that, under the applicable case law, even if the Court were to find it
5 liable, Defendant would only be responsible for a reasonable percentage of the Class Members' cell
6 phone bills based on the extent to which each Class Member used their phone for work-related
7 purposes. (Pyle Decl., ¶ 64.) Defendant contends that that percentage was negligible at best. (*Ibid.*)
8 Accordingly, Defendant contends that the \$68 per month figure used by Plaintiff is not realistic.
9 (*Ibid.*)

10 Defendant also contends that approximately 93% of Class Members signed arbitration
11 agreements with class action waivers. (Pyle Decl., ¶ 64.)

12 Under these circumstances, Plaintiffs' counsel found it reasonable to discount Plaintiff's cell
13 phone reimbursement claim by fifty-five percent (multiplying by .45) with regard to Plaintiff's cell
14 phone reimbursement claim to account for the risks that Defendant will prevail on their defenses and
15 by an additional fifty percent (multiplying by .50) to account for the risks involved in certifying a
16 class and maintaining certification through trial. (Pyle Decl., ¶ 65.) Accordingly, Plaintiff estimates
17 the reasonable settlement value of the reimbursement claim to be approximately \$1,327,500. (*Ibid.*)

18 **ii. The Unfair Competition Claim**

19 Plaintiff's claim for violation of Business and Professions Code section 17200, *et seq.* (the
20 "UCL") is based on the same Labor Code violations described above. (Pyle Decl., ¶ 66.) If the Court
21 were to rule against Plaintiff on the predicate claims, the UCL claims would also fall. In addition,
22 the damages for Plaintiff's UCL claims are co-extensive with the damages for their other claims.
23 (*Ibid.*) This claim therefore does not add to the settlement value. (*Ibid.*)

24 **iii. The PAGA Penalties**

25 The Parties have agreed to allocate \$170,000 to the PAGA penalties in this case in light of
26 Defendant's possible defenses and the Court's authority to reduce any award that is "unjust, arbitrary
27 and oppressing, or confusing." (Pyle Decl., ¶ 67; Labor Code § 2699 (e)(2); see, e.g., *Fleming v.*
28

1 *Covidien Inc.* (C.D. Cal., Aug. 12, 2011) 2011 WL 7563047, at *4 [reducing PAGA penalty by more
2 than 80 percent to avoid injustice].)

3 Trial courts evaluating PAGA settlements, including those made in conjunction with a class
4 settlement, must determine whether they are “fair, reasonable, and adequate in view of PAGA’s
5 purposes to remediate present labor law violations, deter future ones, and to maximize enforcement
6 of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) In so doing, courts
7 should “evaluate the adequacy of compensation to the class as well as the adequacy of the settlement
8 in view of the purposes and policies of PAGA.” (*O’Connor v. Uber Technologies, Inc.* (N.D. Cal.
9 2016) 201 F.Supp.3d 1110, 1134, emphasis in original.) In conducting this evaluation, courts may
10 apply a sliding scale. For example, if the settlement for the class is robust, the purposes of PAGA
11 may be concurrently fulfilled. (*Ibid.*) “By providing fair compensation to the class members as
12 employees and substantial monetary relief, a settlement not only vindicates the rights of the class
13 members as employees, but may have a deterrent effect upon the defendant employer and other
14 employers, an objective of PAGA.” (*Ibid.*)

15 According to Defendant’s data, Plaintiff’s counsel calculated that there were approximately
16 33,800⁵ months during which Aggrieved Employees worked during the PAGA Period and were not
17 provided a work cell phone or reimbursed for cell phone expenses at least once. (Pyle Decl., ¶ 68.)
18 Assuming a violation of \$100 per month, Plaintiff’s counsel calculated Defendant’s maximum
19 potential exposure for PAGA penalties to be \$3,380,000. (*Ibid.*)

20 **a. The Reasonable Settlement Value of the PAGA Penalties Claim.**

21 However, courts have broad discretion to reduce penalty amounts under PAGA. (See Cal.
22 Lab. Code § 2699 (e)(2).) Courts typically reduce PAGA penalties where there is unsettled law
23 during the pendency of the litigation, where the case presents a matter of first impression that the
24 court had to rule upon, or where an employer demonstrates a serious attempt to comply with the law.

25 _____
26 ⁵ Defendant provided data through December 31, 2024 showing approximately 31,450 months
27 during which Aggrieved Employees worked during the PAGA Period and were not provided a work
28 cell phone or reimbursed for cell phone expenses at least once. (Pyle Decl., ¶ 68.) Plaintiff’s counsel
extrapolated those months through February 27, 2025, resulting in a total of approximately 33,800
months. (*Ibid.*)

(See, e.g., *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112; *Cotter v. Lyft, Inc.* (N.D. Cal 2016) 176 F.Supp.3d 930, 941.)

Courts have also approved hybrid class action and PAGA settlements where only a fraction of the settlement was allocated to PAGA. (See, e.g., *Nordstrom Comm'n Cases* (2010) 186 Cal.App.4th 576, 589 [settlement approved where \$0 out of nearly \$9 million settlement allocated to PAGA penalties]. In such cases, it is prudent to permit a higher compromise of the PAGA penalties to allow class members to receive the maximum amount of reimbursement for unpaid wages. (See, e.g., *ZB, N.A. v. Superior Court* (2019) 8 Cal. 5th 175, 196–97 [PAGA promotes the Labor Code's broad remedial purpose of protecting workers by increasing civil penalties while preserving and enhancing workers' rights to recover for lost wages].).

Here, Defendant contends that if the Court were to award any PAGA penalties, it would discount them significantly due to Defendant's attempt to comply with the law. Specifically, Defendant argues that it provided Class Members with work cell phones and maintained a mobile expenses reimbursement policy, and that it subsequently implemented an alternative to using Microsoft Authenticator on employees' personal cell phones.

Accordingly, it is reasonable to assign approximately \$5 per pay period for the PAGA penalties given the risk that Defendant will prevail on its defenses at trial, as discussed in section IV(A)(3)(i)(a). That amount also accounts for the discretionary nature of PAGA penalties given Defendant's contention that it made a serious attempt to comply with the law. (Pyle Decl., ¶ 69.)

The reasonable settlement value of Plaintiff's PAGA claim is therefore approximately **\$169,000** (\$5 multiplied by 33,800 months). (Pyle Decl., ¶ 69.)

The reasonable settlement value of the cell phone claims (\$1,327,500) plus the reasonable settlement value of the PAGA claim (\$169,000) is **\$1,496,500**. (Pyle Decl., ¶¶ 59, 65, 69.) The Settlement, which provides for immediate relief in the amount of \$1,500,000, is therefore reasonable in light of the significant litigation risks.

b. The LWDA has been Notified of the PAGA Settlement

The LWDA has been notified of the PAGA aspects of the Settlement. Plaintiff's counsel will notify the Court if they receive any response from the LWDA regarding the Settlement. (Pyle Decl., ¶ 70.)

4. The Settlement is the Product of Non-Collusive, Arm's-Length and Informed Negotiations

California courts recognize that “a presumption of fairness exists where...[a] settlement is reached through arm’s-length bargaining.” (*Wershba*, 91 Cal. App. 4th at 245.) In this case, the Settlement was reached after the parties attended mediation and continued in arm’s-length negotiations between the Parties. (Pyle Decl., ¶ 71.)

In reaching the Settlement, counsel on both sides relied on their substantial litigation experience in similar employment class actions. (Pyle Decl., ¶ 72.) Information gleaned from investigation and informal discovery informed Plaintiff's counsel's assessment of the strengths and weaknesses of the case and the benefits of the Settlement. (*Ibid.*) Thus, the Settlement is the product of informed and non-collusive arm's-length bargaining, and is entitled to a presumption of fairness. (*Ibid.*)

5. The Experience and Views of Plaintiff's Counsel Favor Settlement Approval

“The recommendations of plaintiffs’ counsel should be given a presumption of reasonableness.” (*In Re Omnivision Technologies, Inc.* (N.D. Cal. 2008) 559 F. Supp. 2d 1036, 1043 [quotation marks and citation omitted].) “The court undoubtedly should give considerable weight to the competency and integrity of counsel...in assuring itself that a settlement agreement represents an arm’s-length transaction entered without self-dealing or other potential misconduct.” (*Kullar*, 168 Cal. App. 4th at 129.)

Plaintiff and Plaintiff's counsel have vigorously prosecuted this case and will continue to do so. (Pyle Decl., ¶ 73.) Plaintiff's counsel conducted a thorough investigation into the facts of the Action. (*Ibid.*) Information gleaned from Plaintiff's counsel's investigation informed their assessment of the merits and risks of the case and the benefits of the Settlement. (*Ibid.*)

1 In light of this information, Plaintiff's counsel are of the opinion that the Settlement is fair,
2 reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts
3 and circumstances, including the risk of significant delay, the risk that Defendant will prevail on
4 their defenses, and potential appellate issues. (Pyle Decl., ¶ 74.)

5 In addition to being thoroughly familiar with this case, Plaintiff's counsel has expertise in
6 handling wage and hour class actions such as this and, therefore, is well-qualified to represent the
7 Plaintiff and the Class Members. (Pyle Decl., ¶¶ 6-18, 75.) Therefore, the recommendation of
8 Plaintiff's counsel also weighs in favor of Settlement approval.

9 **6. The Proposed Release is Narrowly Tailored**

10 The release of claims in the Settlement is narrowly tailored. Paragraph III(I)(1) of the
11 Settlement Agreement provides that Participating Class Members will release the following wage
12 and hour claims against Defendant during the Class Period: (1) failure to reimburse business
13 expenses and (2) unfair business practices. (Settlement Agreement, ¶ III(I)(1).)

14 The release is limited to claims that that were or could have been pleaded under local, state,
15 or federal law arising out of any facts, transactions, events, policies, occurrences, acts, disclosures,
16 statements, omissions, or failures to act pleaded in the Complaint, that arose during the Class Period.
17 (Settlement Agreement, ¶ III(I)(1).) Should Participating Class Members have claims that were not
18 or could not have been asserted in the Action under local, state, or federal law arising out of any
19 facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures
20 to act pleaded in the Complaint during the Class Period, they will not be released by this Settlement.
21 (*Ibid*; Pyle Decl., ¶ 80.)

22 The PAGA release is also narrowly tailored. Paragraph III(H)(2) of the Settlement provides
23 that Plaintiff, acting in his capacity as private attorney general on behalf of the State of California,
24 and on behalf of the Labor and Workforce Development Agency, agrees to release Defendant for all
25 Aggrieved Employees, including their heirs, assigns, and estates, for any and all claims that arose
26 during the PAGA Period, and which were asserted in the LWDA PAGA Notices. (Settlement
27
28

1 Agreement, ¶ III(H)(2), Exh. B.) Accordingly, the PAGA release is limited to those claims of which
2 the LWDA had notice, and which the LWDA decided not to investigate.

3 **7. The Proposed Class Notice Fairly Apprises the Class Members of the**
4 **Terms of the Proposed Settlement**

5 The form and content of class notice, and the method used to notify the class, are within the
6 trial court's discretion. (See *Wershba*, 91 Cal. App. 4th at 251.)

7 The Class Notice in this case satisfies the criteria under Rule of Court 3.769 and "fairly
8 apprise(s) the class members of the terms of the proposed settlement and of the options open to
9 dissenting class members." The Class Notice informs Class Members about the Action, the terms of
10 the Settlement, the scope of the release, the right to receive a payment, the right to opt-out of the
11 Settlement, the right to object to the Settlement, how Settlement Shares and PAGA Payments are
12 calculated, how to challenge the data used to calculate the Settlement Shares and PAGA Payments,
13 the maximum attorneys' fees and costs requested, the maximum service payment awards requested,
14 and the date, time and location of the final approval hearing. (Settlement Agreement, ¶ III(H)(2),
15 Exh. A.) The Class Notice is therefore crafted to ensure that Class Members are alerted to the terms
16 of the settlement. (*Ibid.*; Pyle Decl., ¶ 48.)

17 The means of giving notice is reasonably calculated to reach a substantial percentage of Class
18 Members and meets the requirements of Rule of Court 3.766, subdivision (e). (See *Wershba*, *supra*,
19 91 Cal.App.4th at 251 ["[The] standard is whether the notice has a 'reasonable chance of reaching a
20 substantial percentage of the class members.'"].)

21 For these reasons, the proposed Class Notice is reasonable and should be approved by the
22 Court.

23 **V. THE COURT SHOULD PROVISIONALLY CERTIFY THE CLASS**

24 The proposed Class satisfies the criteria for conditional certification for settlement purposes
25 under California law because: 1) the individuals in the Class are so numerous that joinder would be
26 impractical; 2) common questions of law and fact predominate over individual questions such that
27 class certification is the most efficient and desirable way to maintain this litigation; 3) Plaintiff's
28 claims are typical of the Class' claims; and 4) Plaintiff and his counsel will fairly and adequately

1 represent the interests of the absent Class Members. (Code Civ. Proc. § 382.) Defendant agrees that
2 conditional class certification is appropriate for the sole purpose of effectuating this settlement,
3 without waiving its position that class certification would not be appropriate in the context of
4 litigation.

5 **A. THE PROPOSED CLASS IS ASCERTAINABLE AND NUMEROUS**

6 A class is “ascertainable” where members “may be readily identified without unreason-able
7 expense or time by reference to official [or business] records.” (See *Sevidal v. Target Corp.* (2010)
8 189 Cal. App. 4th 905, 919 [alterations in original].) Here, the proposed Class is defined as: all
9 current and former employees who are or were employed by Defendant at any time from October
10 27, 2019 to February 27, 2025, and who worked in California during this time period in Software
11 Engineering job titles or job families, including but not limited to Software Engineers, Senior
12 Software Engineers, and/or Staff Software Engineers. (Settlement Agreement, ¶ I(D).)

13 Class Members can easily be identified from Defendant’s employment records. (Pyle Decl.,
14 ¶ 76.) Defendant has provided Plaintiff with data regarding the number of Class Members in this
15 case and the number of months the Class Members have worked for Defendant, establishing that the
16 Class is ascertainable. (*Ibid.*) Through December 2024 there were 6,876 Class Members, rendering
17 it impracticable to bring all Class Members before the Court. (*Ibid.*; see also Settlement Agreement,
18 ¶ III(K)(2)(a).)

19 **B. COMMON ISSUES OF LAW AND FACT PREDOMINATE**

20 The focus on certification is on what types of questions, “common or individual,” are likely
21 to arise in the action. (See *Sav-On Drug Store, Inc. v. Sup. Ct.* (2004) 34 Cal. 4th 319, 327.) Plaintiff’s
22 claims are predicated on allegedly unlawful policies including Defendant’s requirement that Class
23 Members use multi-factor authentication and Defendant’s reimbursement practices related to
24 personal cell phone use for business-related purposes. (Pyle Decl., ¶ 77.) These claims are commonly
25 held to be proper for class certification. (See, e.g., *Castro v. ABM Industries, Inc.* (N.D. Cal. 2018)
26 325 F.R.D. 332, 338, as *modified* (N.D. Cal., May 14, 2018, No. 17-CV-3026-YGR) 2018 WL
27 2197527 [granting class certification for failure to reimburse cell phone business expenses]; *Richie*
28

1 v. *Blue Shield of California* (N.D. Cal., Dec. 9, 2014, No. C-13-2693 EMC) 2014 WL 6982943, at
2 *17 [same].)

3 **C. THE CLAIMS OF THE PROPOSED CLASS REPRESENTATIVE ARE**
4 **TYPICAL**

5 Typicality is satisfied where class representatives have claims that are typical of those of the
6 class. (*B.W.I. Custom Kitchen v. Owens-Illinois* (1987) 191 Cal. App. 3d 1341, 1347.) Here, Plaintiff,
7 is seeking preliminary appointment as the Class Representative. Plaintiff's claims are typical of those
8 held by the Class Members. (Pyle Decl., ¶ 78.) Plaintiff was employed by Defendant during the Class
9 Period and used his personal cell phone for business related purposes. Plaintiff was allegedly injured
10 by the same reimbursement policies that allegedly injured the Class. (*Ibid.*)

11 **D. THE PROPOSED CLASS REPRESENTATIVE AND COUNSEL WILL**
12 **ADEQUATELY REPRESENT THE CLASS**

13 The adequacy requirement examines conflicts of interest between named parties and the
14 classes they seek to represent. (See *Capital People First v. State Dept. of Developmental Svcs.* (2007)
15 155 Cal. App. 4th 676, 697.) Plaintiff and his counsel will adequately represent the Class as there are
16 no conflicts between Plaintiff and the Class he seeks to represent, and Plaintiff possesses claims that
17 are in line with those of the class. Plaintiff's counsel also have extensive experience in wage and
18 hour class action litigation. (Pyle Decl., ¶ 79.)

19 Plaintiff has provided a declaration that demonstrates his participation in the Action thus far
20 and that he has diligently represented the Class. (See generally Ambler Decl.) Plaintiff has also
21 described the great personal and professional risks he faced in bringing this lawsuit. (*Ibid.*)

22 **VI. THE COURT SHOULD APPROVE THE CLASS NOTICE OF SETTLEMENT AND**
23 **SET A FINAL APPROVAL HEARING**

24 In addition to requesting approval of the Settlement and provisional certification of the Class,
25 the parties request that the Court approve the form, content, and distribution of the Class Notice, and
26 set a date for a final approval hearing.
27
28

1 **VII. CONCLUSION**

2 The arm's-length settlement of this matter avoids significant litigation and financial risk and
3 provides for a monetary distribution to all Class Members. For these reasons, the parties respectfully
4 request that the Court enter an order:

5 1. Preliminarily approving the proposed Class and Representative Action Settlement
6 Agreement;

7 2. Provisionally certifying, pursuant to Section 382 of the California Code of Civil
8 Procedure, for settlement purposes only, the proposed Class defined as follows: all current and
9 former employees who are or were employed by Defendant at any time from October 27, 2019 to
10 February 27, 2025, and who worked in California during this time period in Software Engineering
11 job titles or job families, including but not limited to Software Engineers, Senior Software Engineers,
12 and/or Staff Software Engineers.

13 3. Appointing Stuart Ambler as Class Representative;

14 4. Appointing Hunter Pyle and Katie Fiester of Hunter Pyle Law as Class Counsel;

15 5. Scheduling a final approval hearing to consider whether the Settlement should be
16 finally approved and to award an amount for service payment to the Class Representative, and
17 attorneys' fees and costs to Class Counsel;

18 6. Appointing Simpluris as the third-party Settlement Administrator; and

19 7. Approving the proposed Class Notice, and ordering that it be disseminated to the
20 proposed Class as provided in the Settlement.

21
22 DATED: May 14, 2025

HUNTER PYLE LAW, PC

23
24 By: 
25 Hunter Pyle
Katie Fiester

26 Attorneys for Plaintiff and the Putative Class
27
28



Superior Court of Alameda County Public Portal

Make a Reservation

AMBLER vs LINKEDIN CORPORATION, A DELAWARE CORPORATION DOING BUSINESS AS LINKEDIN

Case Number: 23CV049040 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2023-10-27 Location: Rene C. Davidson Courthouse - Department 23

Reservation

Case Name:

AMBLER vs LINKEDIN CORPORATION, A DELAWARE CORPORATION DOING BUSINESS AS LINKEDIN

Case Number:

23CV049040

Type:

Motion re: (Preliminary Approval)

Status:

RESERVED

Filing Party:

Stuart Ambler (Plaintiff)

Location:

Rene C. Davidson Courthouse - Department 23

Date/Time:

06/03/2025 10:00 AM

Number of Motions:

1

Reservation ID:

386514811638

Confirmation Code:

CR-HX4FVCPRHBFUAC2GY

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00

Payment

Amount:

\$1.00

Type:

Visa

Account Number:

XXXX5060

Authorization:

06196G

Payment Date:

n/a

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