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

EDWARD HOLMAN, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

EQUINIX, LLC, a limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV438270

CLASS AND REPRESENTATIVE ACTION

[Hon. Theodore C. Zayner, Dept. 19]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, and the Declaration
of Plaintiff Edward Holman]*

PRELIMINARY APPROVAL HEARING:

Date:

Time:

Dept.: 19

Complaint Filed: May 7, 2024

Trial Date: Not set

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1 reimbursement of actual litigation costs not to exceed \$25,000.00.

2 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
3 reasonable to the Class Members when balanced against the probable outcome of further litigation
4 relating to class certification, liability and damages issues, and potential appeals; (2) significant
5 discovery, investigation, research, and litigation have been conducted such that counsel for the
6 respective Parties at this time are able to reasonably evaluate their respective positions; (3)
7 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
8 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
9 of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly,
10 the Court preliminarily finds that the Settlement Agreement was entered into in good faith and
11 meets the requirements for preliminary approval.

12 4. A final approval hearing on the question of whether the proposed Settlement
13 Agreement, attorneys' fees litigation costs to Class Counsel, the PAGA Payment, and the Service
14 Award to Plaintiff should be finally approved as fair, reasonable, and adequate as to the members
15 of the Class is hereby set in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies, for settlement purposes only, the following class
17 (the "Class"): All persons who worked for Equinix in California as an hourly-paid, non-exempt
18 employee and received wages for hours worked at any time during the Class Period. The "Class
19 Period" is the period from May 7, 2020 through June 10, 2025. Excluded from the Class are all
20 Class Member who opt out of the Class portion of the Settlement by sending the Administrator a
21 valid and timely Request for Exclusion.

22 6. Releases of Claims.

23 a. Released Parties. "Released Parties" shall mean Equinix, LLC and each of its past, present,
24 and future subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored
25 employee benefit plans of any nature (including without limitation, Equinix, Inc.) and their successors
26 and predecessors in interest, including all of their officers, directors, shareholders, employees, agents,
27 principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, insurers,
28 fiduciaries, trustees, and agents. (Settlement, ¶ 1.Z.)

1 b. Release by All Participating Class Members. Effective only upon the entry of an Order
2 granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the
3 Settlement Administrator of the full Gross Settlement Amount and Employer's Taxes necessary to
4 effectuate the Settlement, Plaintiff and all Participating Class Members release the Released Parties of
5 any and all claims that have been or could reasonably have been asserted based on the factual allegations
6 in the Operative Complaint as follows: For the duration of the Class Period, the release includes, for
7 Participating Class Members all claims for: (1) failure to pay minimum wages, (2) failure to pay (or
8 properly pay) overtime wages, (3) failure to provide meal periods, (4) failure to authorize and permit rest
9 periods, (5) failure to indemnify for business expenses, (6) failure to timely pay final wages upon
10 termination, (7) failure to provide accurate wage statements, (8) failure to pay (or properly pay) sick pay,
11 (9) failure to timely pay wages during employment pursuant to Labor Code section 204, (10) failure to
12 pay (or properly pay) vacation wages at termination, and (11) all claims asserted through California
13 Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced
14 in the SAC; and (12) all claims for relief, including damages, statutory and/or civil penalties, equitable
15 and/or injunctive relief, attorneys' fees, interest, costs, and any other kind of relief whatsoever that could
16 be sought based on the factual allegations and theories of liability asserted in the SAC (the "Class
17 Released Claims"). The Parties additionally agree that the Class Released Claims shall include the release
18 of related claims under the federal Fair Labor Standards Act ("FLSA") pursuant to *Rangel v. Check*
19 *Cashers*, 899 F.3d 1106 (9th Cir. 2018). (*Id.* at ¶ 7.a.)

20 c. PAGA Release by All Aggrieved Employees. Effective only upon the entry of an Order
21 granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the
22 Settlement Administrator of the full Gross Settlement Amount and Employer's Taxes necessary to
23 effectuate the Settlement, Plaintiff, the Aggrieved Employees, and, to the extent permitted by law, the
24 State of California, release the Released Parties for the duration of the PAGA Period from all claims
25 alleged in the Second Amended PAGA Notice and the SAC for PAGA civil penalties in connection with
26 alleged violations of the Labor Code, including for alleged (1) failure to pay minimum wages, (2) failure
27 to pay (or properly pay) overtime wages, (3) failure to provide meal periods, (4) failure to authorize and
28 permit rest periods, (5) failure to indemnify for business expenses, (6) failure to timely pay final wages

1 upon termination, (7) failure to provide accurate wage statements, (8) failure to pay (or properly pay)
2 sick pay, (9) failure to pay wages during employment pursuant to Labor Code section 204, (10) failure
3 to pay (or properly pay) vacation wages at termination, and (11) failure to maintain records under Labor
4 Code § 1174 and Section 7(A)(3) of the applicable IWC Order (the “PAGA Released Claims”). (*Id.* a §
5 7.b.)

6 7. The Court finds, for settlement purposes only, that the Class meets the
7 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
8 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
9 common, or of general interest, to all Class Members, which predominate over individual issues;
10 (3) Plaintiff’s claims are typical of the claims of the Class Members; (4) Plaintiff and Class
11 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
12 action is superior to other available methods for the fair and efficient adjudication of the
13 controversy.

14 8. The Court appoints, for settlement purposes only, Plaintiff as the “Class
15 Representative.” The Court approves, on a preliminary basis, payment of a Service Award from
16 the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in addition to the amount Plaintiff is
17 eligible to receive as a Settlement Class Member, for participation in and assistance with the
18 Action. To the extent the final amount awarded is less than the amount requested, the remainder
19 will be retained in the Net Settlement Amount for distribution to Participating Class Members.

20 9. The Court appoints, for settlement purposes only, Plaintiff’s Counsel Kane Moon,
21 Allen Feghali, and Hyunjin Kim of Moon Law Group, PC as “Class Counsel.” The Court approves,
22 on a preliminary basis, Class Counsel’s ability to request attorneys’ fees of up to 35% of the Gross
23 Settlement Amount (currently estimated to be \$481,250.00), as well as reimbursement for actual
24 costs not to exceed \$25,000.00, payable from the Gross Settlement Amount. To the extent actual
25 costs are less and/or the final amounts awarded for fees and/or costs are less than the amounts
26 requested, the remainder will be retained in the Net Settlement Amount for distribution to
27 Participating Class Members.

28 10. The Court appoints Phoenix Class Action Administration Solutions as the

1 “Settlement Administrator” with payment, payable the Gross Settlement Amount, for
2 administration costs not to exceed \$20,000.00, except upon a showing of good cause and as
3 approved by the Court. To the extent administration costs are less, the remainder will be retained
4 in the Net Settlement Amount for distribution to Participating Class Members.

5 11. The Settlement Administrator shall perform services and duties as provided for in
6 the Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail to
7 Settlement Class Members. Settlement Class Members shall not be required to submit a claim
8 form in order to receive individual settlement payments.

9 12. The Court approves the Notice of Class Action Settlement (“Class Notice”) in
10 substantially similar form and content as is attached to the Settlement Agreement as **Exhibit A**.
11 The Court finds, on a preliminary basis, that the plan for distribution of the Class Notice satisfies
12 due process, provides the best notice practicable under the circumstances, and constitutes due and
13 sufficient notice to all persons entitled thereto.

14 13. The obligations set forth in the Settlement Agreement are deemed part of this
15 Preliminary Approval Order, and the Parties and the Settlement Administrator are ordered to carry
16 out the Settlement Agreement according to its terms and provisions.

17 14. The Court orders the following Implementation Schedule:

18 Defendant to provide the Settlement 19 Administrator with the Class List	Within 30 calendar days after preliminary approval is granted
20 Settlement Administrator to mail the 21 Class Notice	Within 7 calendar days after receiving the Class Data
22 Response Deadline for Class Members	Within 60 calendar days after mailing 23 (extended by 15 calendar days for any re-mailed Class Notices)
24 Last Day to File a Motion for Final 25 Settlement Approval	At least 16 court days before the Final Approval Hearing
26 Final Approval Hearing	

1 15. The Court reserves the right to continue the date of the Final Approval Hearing without
2 further notice to Class Members.

3 16. The Settlement is preliminarily approved but is not an admission by Defendant of the
4 validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of
5 law. Neither the Settlement nor any related document shall be offered or received in evidence in any
6 civil, criminal, or administrative action or proceeding other than as may be necessary to consummate
7 or enforce the Settlement.

8 **IT IS SO ORDERED.**

9 DATED: _____

10 _____
11 The Honorable Theodore C. Zayner
12 Judge of the Santa Clara County Superior Court
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