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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAY 18 2026

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By 
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16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 IN AND FOR THE COUNTY OF SAN BERNARDINO

18 KARI BRUNO and THERESA DAHL, on
behalf of themselves and all others similarly
19 situated,

Case No. CIVSB2521514

20 Plaintiffs,

~~[PROPOSED]~~ FINAL JUDGMENT

21 v.

22 SPLUNK LLC,

Complaint Filed: July 31, 2025

23 Defendant.

Trial Date: None Set

1 The parties having settled this action and the Court having entered an Order Granting Final
2 Approval of Settlement, and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Settlement Agreement and the Order Granting Final
5 Approval of Settlement, plaintiffs Kari Bruno and Theresa Dahl (collectively "Plaintiffs") and all
6 members of the California Class and the FLSA Collective shall take nothing by their complaint in
7 this Action.

8 2. Without affecting the finality of this order in any way, pursuant to California Code of
9 Civil Procedure section 664.6, the Court retains jurisdiction of all matters relating to the
10 interpretation, administration, implementation, effectuation, and enforcement of this order and the
11 Settlement.

12 3. Upon completion of administration of the settlement, the Settlement Administrator
13 will provide written certification of such completion to the Court and to counsel for the parties. The
14 ~~Court sets a compliance hearing date of _____, at _____ a.m./p.m.,~~
15 and the written certification of the Settlement Administrator shall be filed no later than 14 (fourteen)
16 days before this hearing.

17 4. The Court finds that in consideration of Plaintiffs' awarded Class Representative
18 Payments, as of the date the Settlement becomes Final, Plaintiffs release any and all known and
19 unknown claims against Splunk and any present and former parents, subsidiaries and affiliated
20 companies or entities, and their respective officers, directors, employees, partners, shareholders and
21 agents, and any other successors, assigns and legal representatives and its related persons and
22 entities (collectively, "Released Parties"), and waive the protection of California Civil Code section
23 1542.

24 5. The Court finds that in consideration for their awarded Settlement Shares, as of the
25 date the Settlement becomes Final, all California Class Members (other than those Class Members
26 who timely and validly elected not to participate in the Settlement) release any and all claims, rights,
27 demands, liabilities and causes of action against the Released Parties, known or unknown, that were
28 pled or could have been pled based on the factual allegations in the Action, arising at any time during

1 the Class Covered Period, specifically, based on the allegations that due to its payment of Restricted
2 Stock Units ("RSUs") Splunk did not accurately calculate the regular rate of pay and thus pay legally
3 required overtime wages, meal and rest period premiums, and/or paid sick leave; did not provide
4 accurate wage statements; and did not pay all earned wages upon discharge. The released claims
5 include but are not limited to claims brought under the Fair Labor Standards Act, California Labor
6 Code sections 201-204, 226, 246, 510, 512, California Business and Professions Code sections
7 17200 *et seq.*, and the Industrial Welfare Commission Wage Order. Such claims include claims for
8 wages, liquidated damages, statutory penalties, civil penalties, relief from unfair competition under
9 California Business and Professions Code section 17200 *et seq.*, or other relief under the California
10 Labor Code, attorneys' fees and costs, and interest (the "Class Members' Released Claims").

11 6. The Court finds that in consideration for their awarded Settlement Shares, as of the
12 date the Settlement becomes Final, employees who are FLSA Collective Members who timely
13 endorsed, deposited or otherwise negotiated their settlement checks thereby opting into the
14 Settlement release any and all claims, rights, demands, liabilities and causes of action against the
15 Released Parties, known or unknown, that were pled or could have been pled based on the factual
16 allegations in the Action, arising at any time during the FLSA Covered Period, specifically, based
17 on the allegations that, due to its payment of RSUs, Splunk did not pay overtime wages and
18 accurately calculate the regular rate of pay for overtime compensation. The released claims include
19 but are not limited to claims brought under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§
20 201 *et seq.*, and any similar federal, state, municipal or local laws; and include claims for wages,
21 statutory or civil penalties, liquidated damages, interest, and injunctive or other relief, as well as
22 claims for attorneys' fees and costs (the "Collective Members' Released Claims").

23 7. The Court finds that in consideration for their awarded PAGA Payment, as of the
24 date the Settlement becomes Final, all employees who are PAGA Settlement Group Members
25 release any and all PAGA Claims for civil penalties against the Released Parties that were pled or
26 could have been pled based on the factual allegations contained in the LWDA letter and Complaint,
27 arising at any time during the PAGA Period, specifically, based on the allegations that, due to its
28 payment of RSUs, Splunk did not accurately calculate the regular rate of pay and thus pay legally

1 required overtime wages, meal and rest period premiums, and/or paid sick leave, did not provide
2 accurate wage statements, and did not pay all earned wages upon discharge, under, among other
3 provisions, California Labor Code sections 201-204, 210, 218.5, 226, 226.3, 226.6, 246, 510, 512,
4 558, 1174, 1174.5, and 2699, *et seq.*, and the applicable Industrial Welfare Commission Wage Order
5 (the "PAGA Settlement Group Members Released Claims").

6 8. The Parties shall bear his, her, its or their own respective attorneys' fees and costs
7 except as otherwise provided in the Settlement.

8 9. The Court enters final judgment in the Action in accordance with the Settlement and
9 this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
10 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes
11 of (a) enforcing the Settlement, (b) addressing settlement administration matters, and (c) addressing
12 such post-Judgment matters as may be appropriate under court rules or applicable law.

13 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

14 **IT IS SO ORDERED.**

15
16 Dated: 5/18, 2026



Hon. David E. Driscoll
Superior Court Judge