

**ZAKAY LAW GROUP, APLC**  
Shani O. Zakay (State Bar #277924)  
Jackland K. Hom (State Bar #327243)  
Rachel N. Newman (State Bar #350826)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 255-9047  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)  
[rachel@zakaylaw.com](mailto:rachel@zakaylaw.com)

**JCL LAW FIRM, APC**  
Jean-Claude Lapuyade (State Bar #248676)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**LAWYERS FOR JUSTICE, PC**  
Edwin Aiwazian (SBN 232943)  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff MARK DUTILLIEUL

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF CONTRA COSTA**

MARK DUTILLIEUL, individually, and on  
behalf of other members of the general public  
similarly situated,

Plaintiff,

v.

METHODOLOGY, INC., a Delaware  
corporation; and DOES 1 through 100,  
inclusive,

Defendant.

Case No. C22-00759

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL**

Date: November 14, 2024

Time: 9:00 a.m.

Judge: Hon. Judge Charles S. Treat  
Dept.: 12

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class Action  
2 and PAGA Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award and  
3 Class Representative Service Award duly came on for hearing on November 14, 2024, before the  
4 above-entitled Court. Zakay Law Group, APLC appeared on behalf of Plaintiff MARK  
5 DUTILLIEUL ("Plaintiff"). Seyfarth Shaw LLP appeared on behalf of Defendant  
6 METHODOLOGY, INC., (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the  
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in  
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending  
14 in the California Superior Court for the County of Contra Costa ("Court"), Case No. C22-00759,  
15 entitled *Mark Dutillieul v. Methodology, Inc.*, and over all Parties to this litigation, including the  
16 Class.

17 **Preliminary Approval of the Settlement**

18 3. On July 24, 2024, the Court granted preliminary approval of a class-wide  
19 settlement. At this same time, the court approved certification of a provisional settlement class for  
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and  
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was  
24 mailed by first class mail to the Class Members at their last known addresses on September 10,  
25 2024. Mailing of the Notice Packet to their last known addresses was the best notice practicable  
26 under the circumstances and was reasonably calculated to communicate actual notice of the  
27 litigation and the proposed settlement to the members of the Class Members. The Court finds that  
28 the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1                   5.       The Response Deadline for opting out or objecting was October 25, 2024.  
2 There was an adequate interval between notice and deadline to permit Class Members to choose  
3 what to do and act on their decision. No Class Members objected. No Class Members requested  
4 exclusion. 100% of the Class Members will be participating in the Settlement and will be sent  
5 Individual Settlement Payments.

6 **Fairness Of the Settlement**

7                   6.       The Agreement provides for a Gross Settlement Amount of \$200,000.00.  
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48  
9 Cal.App.4th 1794, 1801.)

10                   a.       The settlement was reached through arms-length bargaining between  
11 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed  
12 settlement.

13                   b.       The Parties' investigation and discovery have been sufficient to allow  
14 the Court and counsel to act intelligently.

15                   c.       Counsel for all Parties are experienced in similar employment class  
16 action litigation and have previously settled similar class claims on behalf of employees claiming  
17 compensation. All counsel recommended approval of the Settlement.

18                   d.       The percentage of objectors and requests for exclusion is zero. No  
19 objections were received. No requests for exclusion were received.

20                   e.       The participation rate is high. 100% of Class Members will be  
21 participating in the Settlement and will be sent settlement payments.

22                   7.       The consideration to be given to the Class Members under the terms of the  
23 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims  
24 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the  
25 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the  
26 litigation and the delays which would ensue from continued prosecution of the Action.

27                   8.       The Agreement is finally approved as fair, adequate, and reasonable and in  
28 the best interests of the Settlement Class Members.

1 **Attorneys' Fees and Litigation Expenses**

2           9.     The Agreement provides for a Class Counsel Award in the amount of up to  
3 Ninety One Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$91,666.66). Subject  
4 to Court approval, the Class Counsel Award consists of attorneys' fees equal to one-third (1/3) of  
5 the Gross Settlement Amount, or Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six  
6 Cents (\$66,666.66) and reimbursement of costs and expenses in the amount of Twenty Five  
7 Thousand Dollars and Zero Cents (\$25,000.00).

8           10.    A Class Counsel Award of Ninety-One Thousand, Six Hundred and Sixty-  
9 Six Dollars and Sixty-Six Cents (\$91,666.66) comprised of attorneys' fees in the amount of Sixty-  
10 Six Thousand, Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$66,666.66) and  
11 reimbursement of actually incurred costs and expenses in the amount of Twenty-Five Thousand  
12 Dollars and Zero Cents (\$25,000.00) is reasonable in light of the contingent nature of Class  
13 Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The  
14 requested attorneys' fee award represents 1/3 of the common fund, which is reasonable and at the  
15 low end of the range for fee awards in common fund cases and is supported by Class Counsel's  
16 lodestar.

17 **Class Representative Service Awards**

18           11.    The Agreement provides for a Class Representative Service Award of Ten  
19 Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The  
20 Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is  
21 reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

22 **Settlement Administration Costs**

23           12.    The Agreement provides for Settlement Administration Costs to be paid in  
24 an amount not to exceed \$9,650.00. The Declaration of the Settlement Administrator provides that  
25 the actual claims administration expenses incurred to date are \$9,650. The amount of this payment  
26 is reasonable in light of the work performed by the Settlement Administrator.

27  
28 ///

1 **II. ORDERS**

2 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

3 1. The Class is certified for the purposes of settlement only. The Settlement  
4 Class is hereby defined to include all current and former non-exempt employees of Methodology  
5 who worked for Methodology within the state of California at any time during the period from April  
6 19, 2018 through August 16, 2023 (“Class Period”).

7 2. Every person in the Class who did not submit and timely and validly Request  
8 for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the  
9 Settlement Administrator, that no Class Members opted-out of the Settlement.

10 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the  
11 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with  
12 this Order and the terms of the Agreement.

13 4. Class Counsel are awarded Ninety-One Thousand, Six Hundred and Sixty-  
14 Six Dollars and Sixty-Six Cents (\$91,666.66) for the Class Counsel Award comprised of one-third  
15 of the Gross Settlement Amount, or Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-  
16 Six Cents (\$66,666.66) and litigation expenses in the amount of Twenty-Five Thousand Dollars and  
17 Zero Cents (\$25,000.00). Class Counsel shall not seek or obtain any other compensation or  
18 reimbursement from Defendant, Plaintiffs, or members of the Class.

19 5. The payment of the Class Representative Service Award to Plaintiff in the  
20 amount of \$10,000.00 is approved.

21 6. The payment of up to \$9,650.00 to the Settlement Administrator for  
22 Settlement Administration Costs is approved.

23 7. The PAGA Settlement of \$20,000.00 is hereby approved as fair, reasonable,  
24 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds  
25 that Plaintiffs and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any  
26 fraud or collusion.

27 8. Final Judgment is hereby entered in this action. The Final Judgment shall  
28 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge

1 of the Released Parties from all class claims alleged in the operative complaint, or that reasonably  
2 could have been alleged based on the facts alleged in the operative complaint, which occurred during  
3 the Class Period, and expressly excluding all other claims, including claims for vested benefits,  
4 wrongful termination, unemployment insurance, disability, social security, workers' compensation,  
5 and class claims outside of the Class Period.

6           9.       Final Judgment shall also bind Plaintiff, acting on behalf of the State of  
7 California and all PAGA Employees, pursuant to the California Labor Code Private Attorneys'  
8 General Act ("PAGA") and shall release the Released Parties from all PAGA claims alleged in the  
9 operative complaint and Plaintiffs' PAGA notice(s) or that could have been alleged based on the  
10 fact and allegations plead in the operative complaint and PAGA Notice(s), which occurred during  
11 the PAGA Period, and expressly excluding all other claims, including claims for vested benefits,  
12 wrongful termination, unemployment insurance, disability, social security, workers' compensation,  
13 and PAGA claims outside the PAGA Period.

14           10.      The term "PAGA Employees" is hereby defined as all means all Class  
15 Members that worked for Defendant at any time during the period from May 16, 2022 to August  
16 16, 2023 (the "PAGA Period").

17           11.      The Agreement is not an admission by Defendant, nor is this Final Approval  
18 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by  
19 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,  
20 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an  
21 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering  
22 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not  
23 in any event be construed as, or deemed to be evidence of, an admission or concession with regard  
24 to the denials or defenses by Defendant and shall not be offered in evidence in any action or  
25 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose  
26 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and  
27 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,  
28 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and

1 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the  
2 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim  
3 or issue preclusion or similar defense as to the claims being released by the Settlement.

4           12. Notice of entry of this Final Approval Order and Judgment shall be given to  
5 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice  
6 of entry of this Final Approval Order and Judgment to individual Class Members and the Final  
7 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated  
8 in the Notice Packet.

9           13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,  
10 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a  
11 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
12 connection with the distribution of settlement benefits.

13           14. If the Settlement does not become final and effective in accordance with the  
14 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to  
15 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,  
16 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

17  
18           **IT IS SO ORDERED.**

19 DATED: \_\_\_\_\_, 2024  
20  
21

22 \_\_\_\_\_  
23 Hon. Charles S. Treat  
24 Judge, Superior Court for the State of California,  
25 County of Contra Costa  
26  
27  
28