



FILED
San Francisco County Superior Court

DEC 04 2023

CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

JOHN DOE, PAOLA CORREA, and
DEWAYNE CASSEL, on behalf of the State of
California and aggrieved employees,

Plaintiffs,

vs.

GOOGLE, INC., ALPHABET, INC.,
ADECCO USA INC., ADECCO GROUP
NORTH AMERICA and ROES 1 through 10,

Defendants.

Case No. CGC-16-556034

JUDGMENT

1 **JUDGMENT**

2 Judgment is hereby entered in accordance with the terms of this Court's Order Granting
3 Plaintiffs' Motion for Approval of PAGA (Private Attorneys General Act) Settlement and Motion
4 for Attorneys' Fees, Costs, and Service Award dated December 4, 2023 ("Approval Order"). For
5 purposes of this Judgment, the Court hereby incorporates by reference the PAGA Representative
6 Settlement Agreement and Release ("Settlement Agreement" or "Settlement"), attached as
7 Exhibit 1 to the Supplemental Declaration of Chris Baker filed November 21, 2023.

8 The PAGA Group Members covered by the Settlement consist of the following
9 individuals: all current and former employees of Defendants Google, LLC and Alphabet, Inc.
10 ("Defendants") in California who were employed by Google at any time during the time period
11 from October 16, 2015 to September 15, 2023, excluding: (1) "TVCs" (temporary employees,
12 vendors, or contractors) performing work at Google but formally employed by entities other than
13 Defendants or (2) employees of Defendants in positions of Senior Vice President (job level 13) or
14 higher.

15 Upon the Effective Date, each PAGA Group Member, including PAGA Representatives,
16 will fully release the Released Parties of the Released PAGA Claims, as set forth in the
17 Settlement Agreement.

18 The Total Settlement Amount is \$27,000,000. In its Approval Order, the Court authorized
19 the following distributions from the Total Settlement Amount: (1) \$9,000,000 in attorneys' fees
20 to Plaintiffs' Counsel; (2) \$125,522.95 for reimbursement of costs to Plaintiffs' Counsel; (3)
21 \$153,900 to Rust Consulting for Administration Costs; and (4) \$60,000 in Incentive Awards to
22 the named Plaintiffs (\$20,000 each to John Doe and DeWayne Cassel, and \$10,000 each to Paola
23 Correa and David Gudeman).

24 The Net Settlement Amount is \$17,660,577.05. Seventy-five percent (75%) of the Net
25 Settlement Amount shall be paid to the Labor and Workforce Development Agency ("LWDA")
26 as its proportionate share of civil penalties paid under the Settlement pursuant to PAGA ("LWDA
27 Payment"). The remaining twenty-five percent (25%) of the Net Settlement Amount shall
28 constitute the "PAGA Distribution Fund" for distribution to PAGA Group Members.

1 The Effective Date of the Settlement is 60 days after entry of the Approval Order and this
2 Judgment if there are no appeals.

3 The Settlement Administrator shall pay to Plaintiffs' Counsel any approved Attorneys'
4 Fees and Costs and pay any Approved Service Awards to PAGA Representatives upon request
5 after the Effective Date. The Settlement Administrator may pay itself any approved
6 Administration Costs from the Total Settlement Amount at any time after the Effective Date. The
7 Settlement Administrator shall pay the LWDA Payment to the LWDA within ten (10) calendar
8 days after the Effective Date.

9 Defendants shall provide to the Settlement Administrator the PAGA Group List within ten
10 (10) calendar days of the Effective Date. The Settlement Administrator will cause payments to be
11 made to PAGA Group Members within thirty (30) calendar days after receiving the PAGA Group
12 List.

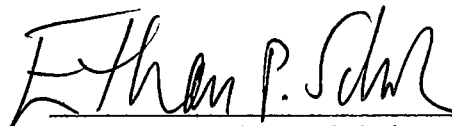
13 Settlement Checks issued to PAGA Group Members that are not cashed within 180 days
14 following the issuance of the checks will be paid to the State of California Unclaimed Property
15 Fund in the names of such PAGA Group Members.

16 Notice of this Judgment shall be given to the LWDA by submission through the online
17 system established for the filing of notices and documents, in conformity with California Labor
18 Code § 2699(1)(3).

19 Without affecting the finality of this Judgment in any way, the Court will retain
20 continuing jurisdiction over this matter. Nothing herein will preclude any action to enforce the
21 parties' obligations under the Settlement Agreement.

22
23 IT IS SO ORDERED.

24
25 DATED: Dec. 4, 2023



Ethan P. Schulman
Judge of the Superior Court

CGC-16-556034

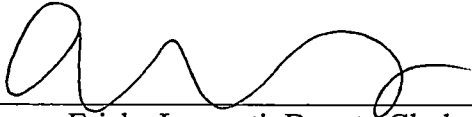
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On December 4, 2023, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: December 4, 2023

Brandon E. Riley, Clerk

By: 

Ericka Larnauti, Deputy Clerk