



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

ORDER GRANTING PLAINTIFFS'
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS

1 Plaintiffs' unopposed Motion for Approval of PAGA (Private Attorneys General Act)
2 Settlement and Motion for Attorneys' Fees, Costs, and Service Awards came on for a hearing on
3 December 4, 2023 at 9:00 a.m. in Department 304 of this Court. Counsel for the parties were
4 present. The appearances are as stated in the record. The matter was reported. The Court,
5 having considered the proposed PAGA Representative Settlement Agreement and Release
6 ("Settlement Agreement" or "Settlement"), attached as Exhibit 1 to the Supplemental Declaration
7 of Chris Baker filed November 21, 2023; the Motion for Approval of PAGA Settlement; the
8 Motion for Attorneys' Fees, Costs, and Service Awards; and the memorandums of points and
9 authorities and declarations submitted in support thereof, and GOOD CAUSE appearing,
10 HEREBY ORDERS THE FOLLOWING:

11 This Order incorporates by reference the definitions in the Settlement Agreement and all
12 terms defined therein shall have the same meaning in this Order.

13 1. The Court finds that the Settlement Agreement has been submitted to the Labor
14 and Workforce Development Agency ("LWDA") in conformity with California Labor Code §
15 2699(I)(2). On November 30, 2023, the LWDA filed comments regarding the Settlement
16 Agreement in response to the Court's October 31, 2023 Order requesting the LWDA's views on
17 the proposed settlement. (Oct. 31, 2023 Order § I.) The LWDA confirms this settlement "is the
18 largest PAGA-only settlement, and second largest civil penalty recovery, in a PAGA action to
19 date." (LWDA Comments, 1.) The LWDA states that "this settlement has achieved significant
20 labor law enforcement in inducing Google to change its policies which allegedly violated
21 fundamental rights of employees to converse about their compensation (Lab. Code § 232) and
22 conditions of employment (§ 232.5) and [includes] a notice to employees of their rights under the
23 allegedly violated statutes." (*Id.* at 3.) Overall, the "LWDA submits that the settlement meets the
24 criteria for approval." (*Id.* at 6.)

25 2. The PAGA Group Members covered by the Settlement consist of the following
26 individuals: all current and former employees of Defendants Google, LLC and Alphabet, Inc.
27 ("Defendants") in California who were employed by Google at any time during the time period
28 from October 16, 2015 to September 15, 2023, excluding: (1) "TVCs" (temporary employees,

1 vendors, or contractors) performing work at Google but formally employed by entities other than
2 Defendants or (2) employees of Defendants in positions of Senior Vice President (job level 13) or
3 higher.

4 3. The Court finds that the parties reached the Settlement as a result of arms-length
5 negotiations and that the Settlement is fair, reasonable and adequate in view of PAGA's purposes
6 to remediate present labor law violations, deter future ones, and to maximize enforcement of state
7 labor laws. (See *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

8 4. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum
9 allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determined that
10 the Net Settlement Amount is fair, just, reasonable, and adequate. The Court hereby approves the
11 Net Settlement Amount. The Net Settlement Amount shall be \$17,660,577.05, which equals the
12 Total Settlement Amount (\$27,000,000) minus the approved Attorneys' Fees and Costs, PAGA
13 Representative Service Awards, and Administration Costs. Seventy-five percent (75%) of the
14 Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and the remaining
15 twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the PAGA Group
16 Members ("PAGA Distribution Fund") in accordance with this Order, Judgment, and the
17 Settlement Agreement.

18 5. The Court hereby appoints Rust Consulting as the Settlement Administrator. The
19 Court directs the Settlement Administrator to administer the Settlement and to make the payments
20 as provided by the Settlement Agreement, this Order, and Judgment.

21 6. The Court approves the payment of \$9,000,000 to Baker Curtis and Schwartz and
22 Outten & Golden LLP for attorneys' fees and \$125,522.95 for reimbursement of costs incurred.

23 7. The Court approves the payment of \$153,900 to the Settlement Administrator,
24 Rust Consulting, for Administration Costs, which the Settlement Administrator shall pay itself in
25 accordance with the Settlement Agreement.

26 8. The Court finds that incentive awards to the representative Plaintiffs are
27 appropriate in light of the LWDA's support for such incentive awards (LWDA Comments, 4-6),
28 which is entitled to deference; the similarity between the roles played by representative plaintiffs

1 in PAGA actions and those played by class representatives in class actions; the importance of
2 providing financial incentives to employees to serve as plaintiffs in PAGA actions to enforce the
3 Labor Code and recover civil penalties on behalf of aggrieved employees; and the risks to the
4 representative in commencing and prosecuting litigation, both financial and otherwise. The Court
5 further finds that incentive awards in the following amounts are appropriate in light of the
6 following factors, among others: the representative Plaintiffs' concerns about the risks of
7 retaliation, which is of particular pertinence given the issues raised in this litigation; the amount
8 of time and effort spent by the representative Plaintiffs; the lengthy duration of the litigation,
9 which was originally filed in 2016; the excellent results achieved by the litigation, including the
10 amount of civil penalties paid to the LWDA as well as to other aggrieved employees; and the
11 amounts awarded by other courts to class representatives and representative plaintiffs in
12 comparable actions. Accordingly, the Court approves the Service Awards in the following
13 amounts:

14 John Doe: \$20,000

15 Paola Correa: \$10,000

16 DeWayne Cassel: \$20,000

17 David Gudeman: \$10,000

18 9. The Court has reviewed and approves the PAGA Notice Letter, attached as Exhibit
19 A to the Settlement Agreement, for distribution to the PAGA Group Members.

20 10. The Settlement Administrator shall provide Defendants with ACH information and
21 a completed W-9 within five (5) days after entry of this Order. Defendants shall transfer the
22 Total Settlement Amount via ACH, for placement in a Qualified Settlement Fund, within sixty
23 (60) days after the Settlement Administrator provides Defendants with ACH information and a
24 completed W-9 form.

25 11. The Effective Date of the Settlement is 60 days after the entry of this Order and
26 Judgment if there are no appeals.

1 12. Upon the Effective Date, each PAGA Group Member, including PAGA
2 Representatives, will fully release the Released Parties of the Released PAGA Claims, as set forth
3 in the Settlement Agreement.

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

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

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

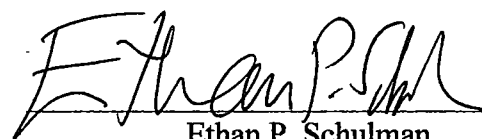
17 16. A Status Conference regarding settlement distribution is set for September 30,
18 2024 at 9:00 a.m. Plaintiffs shall file a status report accompanied by an admissible evidentiary
19 declaration no later than five court days prior to the Status Conference, which must include the
20 actual amounts paid to PAGA Group Members, the number of uncashed checks, and the total
21 amount of residual funds to be paid to the State of California Unclaimed Property Fund.

22 17. The Court reserves exclusive and continuing jurisdiction over this matter for the
23 purposes of supervising the implementation, enforcement, construction, administration, and
24 interpretation of the Settlement Agreement. Nothing herein will preclude any action to enforce
25 the parties' obligations under the Settlement Agreement.

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27 IT IS SO ORDERED.
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DATED: Dec. 4, 2023


Ethan P. Schulman
Judge of the Superior Court

CGC-16-556034

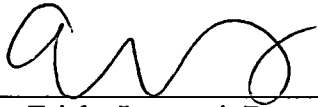
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

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