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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO
10

11 JOHN DOE, DAVID GUDEMAN, and
12 PAOLA CORREA on behalf of the State of
California and aggrieved employees,

13 Plaintiffs,

14 v.

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

18 Defendants.
19

Case No. CGC-16-556034

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF JOINT
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: March 4, 2019

Time: 2:00 p.m.

Judge: Honorable A.C. Massullo

Dept.: 304 (Complex)

Complaint Filed: December 20, 2016

Trial Date: Not Set
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1 **I. INTRODUCTION**

2 This long-running PAGA case involves a number of contracts, policies and practices that
3 Plaintiffs John Doe, David Gudeman, and Paola Correa (collectively, “Plaintiffs”) contend violate
4 the California Labor Code. Plaintiffs’ claims can be roughly segregated into two types: The first
5 involves Defendants Google, Inc.’s (“Google”) and Adecco USA, Inc.’s (“Adecco”) (collectively,
6 “Defendants”) nondisclosure agreements, policies, and practices. The second involves
7 Defendants’ alleged requirement that employees release certain claims as a condition of
8 employment.

9 The present motion for settlement approval involves only one claim (concerning an adult
10 content liability release) against one defendant, Adecco. However, because all other claims have
11 been resolved (either through settlement or motion practice), this is the last remaining cause of
12 action in this case. Accordingly, if the Court approves this motion, final judgment may be
13 entered, leaving unresolved only the issue of attorneys’ fees and costs.

14 As relevant to this motion, Adecco is a staffing firm that provides temporary labor to
15 Google. Plaintiff Paolo Correa (“Plaintiff Correa”) is a former Adecco employee who was
16 assigned to work at Google. Plaintiff Correa claims that Adecco unlawfully required its Google-
17 based employees (including herself) to sign an “adult content liability release” (“AC Liability
18 Release”) as a condition of employment. According to Plaintiff Correa, this release violates
19 Labor Code § 432.5 and PAGA because it purports to effectuate an illegal waiver of harassment
20 and discrimination claims arising from the presence of so-called “adult content” in the workplace.
21 Defendants deny Plaintiffs’ allegations.

22 On June 27, 2018, this Court (through the Honorable Curtis A. Karnow) approved a
23 PAGA settlement of the adult content claims between Plaintiffs and Google for a little more than
24 one million dollars (i.e. \$1,048,843) (“the Google Settlement”). While the Google Settlement
25 expressly included in its scope Adecco employees, it expressly excluded from its scope claims
26 those same employees may have against Adecco.¹ After relevant deductions, the net amount paid

27 _____
28 ¹ As indicated throughout this motion, Adecco maintains that the Google Settlement effectively
releases Adecco from claims regarding the AC Liability Release and moved for judgment on

1 to the State (or Labor Workforce and Development Agency (“LWDA”)) and aggrieved
2 employees through the Google Settlement was \$673,667.31, or about \$58.00 per employee.

3 The PAGA settlement presently before the Court resolves the PAGA claim against
4 Adecco left open by the Google Settlement. Pursuant to this settlement, Adecco will pay
5 \$140,000 in exchange for a PAGA release of the adult content claim as to Adecco (“the Adecco
6 Settlement”). Assuming the Court approves the requested deductions, the net amount paid to the
7 State and aggrieved employees through the Adecco Settlement will be \$132,000, which will
8 amount to at least \$58.00 per employee.

9 In other words, from the State’s and aggrieved employees’ perspective, the Adecco
10 Settlement is at least functionally the same as the approved Google Settlement. Moreover,
11 through the Adecco Settlement, the State/Adecco aggrieved employees are arguably recovering
12 for the same PAGA violation twice: Once from Google and once from Adecco.

13 This is an excellent outcome for the State. Accordingly, the parties request that the
14 Adecco Settlement be approved and that final judgment be entered. Plaintiffs’ entitlement to
15 attorneys’ fees and costs will then be resolved (if necessary) through post-judgment motion
16 practice.

17 **II. FACTS AND PROCEDURAL HISTORY**

18 **A. The Adult Content Liability Release**

19 On February 14, 2017, Plaintiffs filed a notice with the Labor Workforce and
20 Development Agency (“LWDA”) contending that Google’s, and by extension Adecco’s, AC
21 Liability Release violated Labor Code sections 232.5 and 432.5. (Baker Decl. ¶ 4; Ex. 1). The
22 AC Liability Release stated in full:

23 *Confidential: For Google Employees and Temporary Workers on*
24 *Assignment at Google Only*

25 During my employment or assignment at Google, I may be exposed
26 to sensitive “adult content”, such as text, descriptions, graphics,
27 pictures, and/or other files commonly referred to as being “adult”
28 content.

the pleadings on that basis. The Court, however, denied Adecco’s motion. (*See Court’s Order*
dated August 27, 2018.)

1 I acknowledge that exposure to this material may be a part of my
2 essential job function and hereby release Google Inc. and its
3 subsidiaries and affiliates from any and all liability associated with
4 having this material present in the work environment, including but
5 not limited to claims of harassment, hostile work environment and
discrimination. This agreement does not change or impact the at-will
status of my employment or my assignment at Google.

6 (*Id.*) Plaintiff Correa further alleged that Adecco required employees on assignment at Google,
7 including herself, to sign and abide by the AC Liability Release.

8 Plaintiffs argued that the AC Liability Release violated Labor Code section 432.5 because
9 it required the release of unwaivable statutory claims under the Fair Employment and Housing
10 Act, Title VII, and other laws. Section 432.5 states that no employer “shall require any employee
11 or applicant for employment to agree, in writing, to any term or condition which is known by
12 such employer . . . to be prohibited by law.”

13 Adecco disputed (and continues to dispute) Plaintiffs’ claims and maintains that the AC
14 Liability Release appropriately apprised employees assigned to Google that their essential job
15 functions may include exposure to “adult content.” (*See Lyle v. Warner Brothers Television*
16 *Prods.* (2006) 38 Cal.4th 264; *Edwards v. Arthur Anderson LLP* (2008) 44 Cal.4th 937.) Adecco
17 also contended, among other things, that (1) the claims were not properly the subject of a
18 representative action; (2) the AC Release was not prohibited by law; (3) Adecco did not require
19 employees to sign the AC Release as a condition of employment; and (4) even if Plaintiffs
20 somehow prevailed, any penalties awarded would be substantially reduced because, among other
21 things, the State and aggrieved employees already recovered almost the full value of the claims
22 through the Google Settlement. Labor Code section 2699(e)(2) states that “a court may award a
23 lesser amount than the maximum civil penalty amount specified by this part if, based on the facts
24 and circumstances of the particular case, to do otherwise would result in an award that is unjust,
25 arbitrary and oppressive, or confiscatory.” (*See Thurman v. Bayshore Transit Mgmt.* (2012) 203
26 Cal.App.4th 1112, 1136) (“[T]he trial court reasonably determined that an award of the maximum
27 penalty amount would be unjust under the facts and circumstances of this case.”).)

1 **B. Relevant Procedural History**

2 As relevant here, on March 23, 2017, Plaintiff Doe filed a Second Amended Complaint,
3 which added Plaintiff Correa as a plaintiff to this action and Adecco as a defendant to this action.
4 On September 14, 2017, the Court sustained Adecco’s demurrer as to certain claims arising from
5 *other* releases (involving GBikes and social events) on statute of limitations grounds. In doing so,
6 the Court found that the “continuous accrual” doctrine did not apply to Labor Code § 432.5
7 claims because Plaintiff only signed the at-issue releases “once,” and that was outside the
8 limitations period. (2017-09-14 Order at 4.) The Court also sustained Adecco’s demurrer as to
9 Plaintiffs’ other claims on the grounds that the National Labor Relations Act and *Garmon*
10 doctrine preempted the claims. (*Id.* at 2-3.) On November 7, 2017, the Court granted Plaintiffs
11 leave to amend to assert a claim under Labor Code section 432.5 regarding the AC Liability
12 Release based on a recently-produced agreement signed within the limitations period. Plaintiffs
13 filed the now operative Fifth Amended Complaint on November 21, 2017.

14 Google then moved for judgment on the pleadings of AC Liability Release claim, which
15 the Court denied on December 26, 2017. As noted above, Plaintiffs and Google (but not Adecco)
16 then settled the AC Liability Release claim. On June 27, 2018, the Court issued an order
17 approving the Google Settlement. Adecco then filed its own motion for judgment on the
18 pleadings, arguing (among other things) the Google Settlement was “res judicata” as to Adecco
19 because the Adecco employees only signed the AC Liability Release once, and any recovery
20 against Adecco would represent a “double recovery” on the same underlying violation. On
21 August 27, 2018, the Court denied Adecco’s motion because there was no “final judgment” and
22 because the Google Settlement “expressly disclaimed the claims against Adecco.” (2018.08.27
23 Order).

24 Additional discovery and motion practice as to the adult content claim against Adecco
25 followed, including two motions to compel discovery and a motion (by Plaintiff Correa) for
26 summary judgment. On December 19, 2018, prior to additional briefing or rulings on the second
27 discovery or summary judgment motions, the parties negotiated and agreed to the Adecco
28 Settlement.

1 **III. THE SETTLEMENT AGREEMENT**

2 The material terms of the Adecco Settlement (for purposes of this motion) are as follows.

3 **A. The Settlement Payment**

4 Adecco will pay \$140,000 into a common fund to resolve the AC Liability Release claims
5 identified in the Agreement. (Baker Decl. ¶ 7, Ex. 2 at 3.) This settlement amount covers: (1) all
6 civil penalties (to be shared between the LWDA and aggrieved employees); (2) an incentive
7 payment to Plaintiff Correa of no more than \$1,000; and (3) all settlement administration costs.
8 (*Id.*) The LWDA will receive 75% of the “net” settlement amount (*i.e.*, amount remaining after
9 the incentive payment and settlement administration costs are deducted). (*Id.* at 4.) The aggrieved
10 employees will receive 25% of the net settlement amount on a pro-rated basis. (*Id.*) Each
11 aggrieved employee covered by the release will receive the same amount. (*Id.*) Each aggrieved
12 employee will also receive a notice explaining the payment. (*Id.* at 4-5.)

13 **B. Attorney’s Fees and Costs**

14 The Settlement Amount excludes attorney’s fees and costs from the common fund. There
15 has been no negotiations to date concerning Plaintiff Correa’s counsel’s fees and costs, and there
16 is no agreement between the parties concerning those fees and costs. Rather, and as detailed in the
17 Agreement:

18 Plaintiff [Correa] and her counsel intend to file a motion for fees and
19 costs pursuant to CCP § 1021.5, Labor Code § 2699, and any other
20 applicable law in the event the Court approves the settlement. . . .
21 Plaintiff [Correa]’s counsel has represented, however, that a rough
22 estimate of their lodestar fees for work on the Adult Content Release
23 claim as to Adecco is approximately \$125,000 through November
24 14, 2018, but that this does not necessarily include “intertwined”
25 time (e.g., work that cannot be reasonably segregated). Plaintiff
26 [Correa] and her counsel agree that if this settlement is approved,
27 Plaintiff [Correa] and her counsel will not seek “catalyst” fees or
28 costs against Adecco in their motion for fees and costs with respect
to changes (if any) to Adecco’s non-disclosure agreements, policies,
or practices made as of the date of the execution of this Agreement.²

.....

² While Plaintiffs will not seek such catalyst fees against Adecco, they intend to seek such fees against Google.

1 Prior to Plaintiff [Correa] and her counsel filing any motion for fees
2 and costs, the parties agree to attempt to negotiate a fee and cost
3 award in good faith. If the parties cannot reach a negotiated
4 agreement on Plaintiff [Correa]’s Counsel’s fees and costs, Plaintiff
[Correa] and her counsel may then file a motion for fees and costs,
and Adecco may oppose the motion for fees and costs.

5 (Settlement at ¶ III.D.)

6 **C. Incentive Payment**

7 The Agreement permits Plaintiff Correa to seek an incentive payment in an amount not to
8 exceed \$1,000. (*Id.*) She does so through a separate motion.

9 **D. Administration Process and Cost**

10 The Agreement provides for a settlement administrator to distribute the common fund in
11 accordance with a specified schedule. (*Id.* at 6-7.) In distributing the settlement checks to the
12 aggrieved employees, the settlement administrator will also provide a notice explaining the
13 payment and the case. (*Id.* at 5-6.) Using the same Settlement Administrator used in the Google
14 Settlement, Plaintiff received a not-to-exceed bid of \$7,000 to cover the administration costs with
15 respect to this Settlement. (*Id.* ¶ 5.)

16 **E. The Released Claims**

17 In exchange for the Settlement Amount, the State and the identified aggrieved employees
18 will release specified PAGA claims arising from the AC Liability Release. (*See id.*, Ex. 2 at 7.)
19 The aggrieved employees covered by the release are Adecco workers who started an assignment
20 with a Google/Alphabet entity at any point from February 14, 2016 to the date this Settlement is
21 approved, and who signed the AC Release. (*Id.*, Ex. 2 at 1-2.) Google (and by extension
22 Adecco) discontinued use of the AC Release on March 16, 2017. (*Id.* ¶ 6.) There are no more
23 than approximately 2,256 aggrieved employees covered by the release. (*Id.*, Ex. 2 at 3.)

24 **IV. ARGUMENT**

25 **A. Standard of Review**

26 Labor Code section 2699(1)(2) states: “[T]he superior court shall review and approve any
27 settlement of any civil action filed pursuant to this part.” Unfortunately, PAGA does not specify
28 a standard of review for PAGA settlements, and there is no published appellate authority on the

1 subject.

2 Existing law does, however, provide some guidance as to the appropriate standard of
3 review. Plaintiff Correa contends, and for purposes of this motion Adecco does not contest, that
4 the Court should look to the following in determining whether to approve this settlement: (1) the
5 standard of review used in analogous statutory schemes; (2) federal court decisions approving
6 PAGA settlements; and (3) the purposes and policies of PAGA.

7 **1. Analogous Statutory Schemes**

8 A PAGA case is in the nature of a *qui tam* proceeding. (*Iskanian v. CLS Transpiration*
9 *Los Angeles LLC* (2014) 59 Ca1.4th 348, 394). California has at least two other statutory
10 schemes whereby an individual may sue on behalf of the State or in the public interest: the
11 California False Claims Act and Proposition 65.6. Under both statutory schemes, a court must
12 approve a settlement or dismissal of the action.

13 Under the California False Claims Act, a *qui tam* plaintiff may only dismiss the case with
14 a court's (and the government's) consent. (Cal. Gov't Code § 12652(c)(1).) In deciding whether
15 to give consent, a court must take into account "the best interests of the parties involved and the
16 public purposes behind the act." (*Id.*) Moreover, if a *qui tam* plaintiff objects to a settlement
17 between the government and a defendant, the court can only approve the settlement after finding
18 it is "fair, adequate, and reasonable under all the circumstances." (Cal. Gov't Code §
19 12652(e)(2)(B).)

20 Similarly, Proposition 65 actions, like PAGA actions, are brought by private plaintiffs to
21 safeguard public rights. (*See Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America*
22 (2006) 141 Cal.App.4th 46, 63.) In addition to complying with specified statutory criteria, Prop.
23 65 settlements may only be approved if: (1) they are "just;" and (2) they "serve the public
24 interest." (*Id.* at 61-62.) In making this determination, the *Kintetsu* court described the
25 appropriate inquiry as similar to the "fair, reasonable, and adequate" test used in class actions.
26 (*Id.* at 61.) The *Kintetsu* court also stated that, in determining whether to approve a Prop. 65
27 settlement, a court should consider the policies underlying the statute. (*Id.* at 63.)
28

1 **2. Federal Cases**

2 In addition to analogous California law, several federal district court cases have also
3 enunciated a standard for reviewing PAGA actions in the context of larger class action
4 settlements.

5 In *O’Connor v. Uber Technologies* (N.D. Cal. 2016) 201 F.Supp.3d 1110, the district
6 court denied a class settlement that included PAGA claims because the PAGA portion of the
7 settlement was not “fair and adequate in view of the purposes and policies of the statute.” (*Id.* at
8 1135.) Following *O’Connor*, other federal courts have concluded that a PAGA settlement should
9 only be approved when it is “genuine and meaningful, [and] consistent with the underlying
10 purpose of the statute to benefit the public.” (*Viceral v. Minstras Group, Inc.* (N.D. Cal. Oct. 11,
11 2016) 2016 WL 5907869 *9; *see also Ferreri v. Bask Technology, Inc.* (S.D. Cal. Nov. 21, 2016)
12 2016 WL 6833927, *5 (evaluating PAGA settlement in light of purposes and policies of PAGA)).

13 **3. The Purposes and Policies of PAGA**

14 PAGA was passed because the Legislature believed it necessary “to achieve maximum
15 compliance with state labor laws” and “to ensure an effective disincentive for employers to
16 engage in unlawful and anticompetitive business practices.” (2003 Cal. Legis. Serv. Ch. 906 §
17 1(a)). The Legislature further found that, while self-policing efforts have had some success, “in
18 other cases the only meaningful deterrent to unlawful conduct is the vigorous assessment and
19 collection of civil penalties as provided in the Labor Code.” (*Id.* at § 1(b)). Through PAGA, the
20 Legislature thus: (1) sought to “enlist[] willing citizens in the task of private enforcement,”
21 (*Iskanian*, 59 Cal.4th at 390); (2) “deputized” aggrieved employees to sue on behalf of the State
22 to enforce state labor laws; and (3) authorized them to recover civil penalties, attorneys’ fees, and
23 costs. (2003 Cal. Legis. Serv. Ch. 906 (Legislative Counsel’s Digest)). In bringing a PAGA
24 action, “[t]he employee-plaintiff acts as the proxy or agent of the state labor enforcement
25 agencies, representing the same legal right and interest as those agencies” (*Iskanian*, 59
26 Cal.4th at 394.)

27 In light of the above law, as well as the policies and purposes of PAGA, Plaintiff Correa
28 proposes (and for purposes of this motion Adecco does not contest) that the Court consider the

1 following factors in determining whether to approve the settlement:

- 2 (1) The extent to which the settlement achieves compliance with state labor laws.
- 3 (2) The extent to which the settlement deters violations of the state labor laws.
- 4 (3) Whether the settlement serves to enlist private citizens in public enforcement of
- 5 PAGA.
- 6 (4) Whether the settlement is otherwise “just” and “in the public interest.”

7 Because the proposed settlement reasonably and fairly advances each of the above factors,
8 the parties ask that it be approved.

9 **B. The Settlement Should Be Approved**

10 **1. Although the Parties Dispute Whether Any Violations**
11 **Have Occurred, the Settlement Achieves Compliance**
12 **With, and Deters Violations of, State Labor Laws**

13 Adecco has agreed to pay \$140,000, or approximately \$58 per employee, in settlement of
14 the AC Liability Release claims, even though: (1) Google already paid a settlement to the State
15 for these claims and (2) to bring closure to the issue from Adecco’s perspective since the Court
16 previously found (although Adecco still disputes) that the Google settlement did not release
17 claims the alleged aggrieved employees assigned to Google may have against Adecco stemming
18 from the AC release. Accordingly, although Adecco maintains that it did not violate the Labor
19 Code, the proposed settlement reasonably advances PAGA’s purpose. It incentivizes not just
20 regular employers, but also staffing firms like Adecco, to closely monitor compliance with the
21 Labor Code, including with respect to requirements put into place by the staffing firms’ clients.

22 **2. The Settlement Serves to Enlist Private Citizens in**
23 **Public Enforcement of PAGA**

24 Plaintiff Correa also believes the proposed settlement acts to encourage private
25 enforcement of PAGA. Through the Settlement, Plaintiff Correa may receive a modest incentive
26 payment, Plaintiff Correa’s counsel will receive attorneys’ fees and costs (as determined through
27 party negotiations and/or by the Court), and all aggrieved employees will receive a 25% share of
28 the net settlement amount, as well as notice of the claim.

1 **3. The Settlement Is “Just” and “In the Public Interest”**

2 Finally, the proposed settlement is both just and in the public’s interest.

3 First, the settlement reasonably values the AC Liability Release claims as to Adecco.
4 While Plaintiff Correa believes the claims are meritorious and that she would have recovered
5 unreduced penalties, Adecco asserted numerous defenses, including but not limited to its
6 argument that Adecco did not require employees to sign the AC Release as a condition of
7 employment, the AC Liability Release is not prohibited by law, any PAGA penalties would be
8 “unjust, arbitrary and oppressive, or confiscatory” or a “double recovery” (Cal. Lab. Code §
9 2699(j)), and the Google Settlement also released Plaintiffs’ AC Liability Release claims against
10 Adecco.

11 In addition, PAGA awards penalties of “one hundred dollars (\$100) for each aggrieved
12 employee per pay period for the initial violation and two hundred dollars (\$200) for each
13 aggrieved employee per pay period for each subsequent violation.” (Cal. Lab. Code §
14 2699(f)(2).) At least one California appellate court held, in the context of other Labor Code
15 violations, that the “subsequent” violation penalty rate for a Labor Code violation does not apply
16 until an employer is notified that its conduct violates the law. (*Amaral v. Cintas Corp. No. 2*
17 (2008) 163 Cal.App.4th 1157, 1207-09.) Moreover, this Court has already ruled, as noted above,
18 that the continuous accrual doctrine does not apply to Labor Code § 432.5 claims because
19 employees only sign the agreement “once.” In other words (and according to Adecco) there are
20 no “continuing violations” of Labor Code § 432.5 under PAGA.

21 In light of these court rulings, Adecco has a strong argument that: (1) it would not be
22 subject to the “subsequent” violation penalty rate; and (2) its maximum exposure under PAGA
23 for the illegal release is \$100 per signature. Because no more than 2,256 aggrieved employees
24 signed the release, Adecco thus has a strong argument that its maximum exposure, without offsets
25 or reductions, is \$225,600, plus fees and costs.

26 Nevertheless, Adecco has agreed to pay a gross amount of \$140,000, plus fees and costs.
27 With reductions, this amounts to a recovery of 58 cents on the most-likely exposure dollar. Given
28

1 Adecco’s defenses, this is a reasonable settlement amount.³ Indeed, and to the extent the purpose
2 of PAGA is deterrence, Plaintiff Correa contends that the Adecco Settlement could result in a
3 *higher* per-employee-price for the AC Liability Release claims than the Google Settlement. For
4 example, if this Court ultimately awards Plaintiff only \$125,000 in fees and costs,⁴ the total
5 amount Adecco will for the AC Liability Release claims would be \$265,000, or about \$117.00
6 per violation. Google, by contrast, paid a gross amount of about \$99.00 per violation through the
7 Google Settlement.

8 Moreover, the proposed settlement, even with deductions, provides a substantial sum to
9 the State: Approximately \$99,000, which is *in addition* to the \$488,793 that the State has already
10 received in connection with Plaintiffs’ settlement agreement with Google on the same claim. It
11 also provides employees an aggregate sum (assuming all deductions) of \$33,000. This amount is
12 *in addition* to the amounts the aggrieved employees already received in connection with
13 Plaintiffs’ settlement agreement with Google. Moreover, the purpose of PAGA is not to
14 compensate employees, who retain any private right of action they may have under the applicable
15 Labor Code provisions. In that respect, the settlement also requires that each employee receive a
16 notice that describes this litigation and the settlement sum. Plaintiff Correa contends this notice
17 will educate aggrieved employees as to the requirements of the Labor Code, something that is in
18 the public interest and consistent with PAGA’s purpose. (*See* Cal. Lab. Code § 2699(j) (stating
19 that civil penalties recovered under PAGA shall be distributed to the LWDA for [among other
20 things] “education of employers and employees about their rights and responsibilities under this
21 code.”).)

22 Finally, public policy strongly favors the settlement of litigation. (*Consumer Advocacy*

23 ³ Plaintiff Correa disagrees with the Court’s finding as to the applicable limitations period under
24 Labor Code section 432.5, as well as whether the same logic applies to employees who signed
25 the Release within the applicable period and remained subject to the release throughout and
26 after their employment. Plaintiff Correa also believes that *Amaral* does not apply to the present
27 case and can otherwise be distinguished. Nevertheless, the above rulings materially impact the
28 litigation value of the AC Liability Release claims. While Plaintiff Correa firmly believes (and
Adecco disputes) that the Court’s rulings will be reversed, this could easily take years, during
which time the State, absent settlement, receives nothing.

⁴ Plaintiff Correa, of course, contends she is entitled to more than \$125,000 in fees, and Adecco
contends that she is entitled to less.

1 *Group v. Kintetsu, supra*, 141 Cal.App.4th at 63.) Because the proposed settlement is neither
2 unjust nor ignores the public interest, it should be approved. (*Id.*)

3 C. Attorney's Fees, Costs, and Plaintiff Paola Correa's Incentive
4 Payment Are Not Grounds for Rejecting the Settlement

5 Plaintiff Correa's attorney's fees and costs are not at issue at this time. As indicated
6 above, should the Court grant approval of the Settlement, the parties have agreed to negotiate
7 Plaintiff Correa's attorney's fees and costs in good faith. If the parties cannot resolve the matter,
8 Plaintiff Correa will file a motion for fees and costs, which Adecco reserves the right to contest.

9 Plaintiffs have filed a contemporaneous request for an incentive payment in an amount not
10 to exceed \$1,000 for Plaintiff Correa from the common fund. With that said, the proposed
11 settlement is not contingent upon the incentive payment, and the incentive payment should not
12 serve as a basis for the Court rejecting the proposed settlement.

13 V. CONCLUSION

14 For all the reasons discussed above, the parties respectfully request the Court approve the
15 proposed settlement, approve the proposed notice, and adopt the Order and schedule attached to
16 this motion.

17 Dated: January 28, 2019

BAKER CURTIS & SCHWARTZ, P.C.

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19 By: 

Chris Baker
Attorneys for Plaintiffs
JOHN DOE, DAVID GUDEMAN
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21
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23 Dated: January 28, 2019

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