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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

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

Plaintiffs,

v.

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

Defendants.

Case No. CGC-16-556034

**[PROPOSED] ORDER APPROVING  
PAGA SETTLEMENT AGREEMENT**

Judge: Honorable A.C. Massullo  
Dept.: 304 (Complex)

1 On March 4, 2019, I held a hearing on the joint motion of Plaintiff Paola Correa (“Plaintiff”)  
2 and Defendant Adecco USA, Inc. (“Adecco”) (Plaintiffs and Adecco are collectively referred to as  
3 the “Parties”) for approval of a settlement agreement (“the Settlement”) pursuant to the California  
4 Labor Code Private Attorneys General Act (“PAGA”).

5 1. All capitalized terms used here and not otherwise defined have the same meaning  
6 as given in the Settlement Agreement executed on December 19, 2018. A copy of the Settlement  
7 Agreement is attached hereto as **Exhibit 1**.

8 2. Pursuant to PAGA, Cal. Lab. Code §§ 2699(1)(2), (1)(4), the Labor Workforce and  
9 Development Agency (“LWDA”) has been given notice of the Settlement. In particular, on the  
10 date the Parties filed the motion seeking approval of the Settlement with the Court, Plaintiffs  
11 submitted to the LWDA a Notice of Settlement enclosing a copy of the Settlement Agreement.  
12 Plaintiffs’ Notice of Settlement to the LWDA complied with the requirements of PAGA.

13 3. The Court confirms approval of the Settlement as to the following group of  
14 individuals, collectively referred to as the “PAGA Settlement Group Members:”

15 “Current and former employees of Adecco in California who started  
16 an assignment at a Google/Alphabet entity at any time during the  
17 Covered Period” of February 14, 2016 to [the date the Court grants  
18 approval of the settlement], and who signed the Adult Content  
19 Release.

20 4. Google and Adecco stopped using the Adult Content Release in March 16, 2017.

21 5. The Court has jurisdiction over the subject matter of this litigation, over all PAGA  
22 Settlement Group Members, and over those persons and entities undertaking affirmative  
23 obligations under the Settlement.

24 6. The Settlement is approved under Cal. Lab. Code § 2699(1)(2).

25 7. The Notice to PAGA Settlement Group Members, attached hereto as **Exhibit 2**  
26 fairly and adequately describes the Action, the approved Settlement, and is the best notice  
27 practicable under the circumstances.

28 8. The Court finds that each PAGA Settlement Group Member, in accordance with the  
Settlement, releases the following “Released Claims” against the Released Parties:

1 Any and all known and unknown claims under PAGA against the  
2 Released Parties that arise out of or relate to the Adult Content  
3 Release Claim (with the exception of a claim for attorney’s fees and  
4 costs as referenced in Section III.D of the Settlement Agreement),  
including but not limited to claims for violation of California Labor  
Code section 432.5.

5 9. As to the Released Claims Only, the PAGA Settlement Group Members also waive  
6 and relinquish the provisions, rights, and benefits of Cal. Code Civ. Proc. § 1542, to the extent the  
7 claims are (1) PAGA claims and (2) premised on the Adult Content Release.

8 10. The Total Settlement Amount, Net Settlement Amount, and the methodology used  
9 to calculate each Settlement Share, in accordance with the Settlement Agreement is approved under  
10 Cal. Lab. Code § 2699(1)(2).

11 11. The Court authorizes the Settlement Administrator to calculate and pay the  
12 Settlement Shares, in accordance with the terms of the Settlement Agreement.

13 12. The Court awards the Settlement Administrator in this Action its fees and costs, the  
14 amount of which is subject to Court approval in accordance with the terms of the Settlement  
15 Agreement, following the submission of a reasonably detailed invoice to Plaintiffs’ counsel.

16 13. The Court awards Plaintiff Paolo Correa a one thousand dollar (\$1,000) incentive  
17 award to be paid from the Settlement Amount.

18 14. The Court approves the allocations and payment of \$140,000 for the compromise of  
19 claims brought under PAGA, to be paid in accordance with the terms of the Settlement.

20 15. Under the terms of the Settlement, 75% of the Net Settlement Amount will be paid  
21 to the State of California Labor Workforce Development Agency (“LWDA Payment”); the  
22 remaining amount of the Net Settlement Amount shall be distributed to the PAGA Settlement  
23 Group Members in accordance with the terms of the Settlement.

24 16. Checks for Settlement Shares sent to PAGA Settlement Group Members shall be  
25 valid for 180 days after issuance. Funds remaining from any checks for Settlement Shares uncashed  
26 after 180 days will be disbursed to the California State Controllers’ Office Unclaimed Property  
27 Fund.

28 17. The Court retains exclusive and continuing jurisdiction over this Action for the

1 purposes of supervising, administering, implementing, interpreting, and enforcing this Order, as  
2 well as the Settlement.

3 18. Nothing in this Order or the Settlement shall be construed as an admission or  
4 concession by any party. The Settlement and this resulting Order simply represent a compromise  
5 of disputed allegations.

6 19. Plaintiffs are directed to submit a copy of this Order to the LWDA within 10 days  
7 of the date of this Order.

8 20. This Action is hereby DISMISSED WITH PREJUDICE.

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10 **IT IS SO ORDERED.**

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13 Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable A.C. Massullo  
Judge of the Superior Court

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