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10 Attorneys for Plaintiffs
11 JOHN DOE, DAVID GUDEMAN,
12 AND PAOLA CORREA

13 SUPERIOR COURT OF CALIFORNIA
14 COUNTY OF SAN FRANCISCO

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

18 Plaintiffs,

19 vs.

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

23 Defendants.

Case No. CGC-16-556034

**STIPULATION REGARDING
SETTLEMENT AGREEMENT AND
ADDITIONAL SUPPORTING PAPERS**

Department: 304 (COMPLEX)
Judge: Hon. A.O. Massullo

Complaint Filed: December 20, 2016
Trial Date: Not set

24 Plaintiff and Adecco USA, Inc., by and through their counsel of record, stipulate to the
25 following:

26 1. On February 19, 2019, the Court heard the parties' joint motion for approval of the
27 PAGA settlement agreement between Plaintiff Correa and Adecco U.S.A., Inc.

28 2. The Court had certain questions and concerns as it related to the settlement
agreement and the supporting papers.

3. The parties have worked diligently to address the Court's questions and concerns.

1 NOW, THEREFORE, the parties stipulate and agree as follows.

2 4. Plaintiff's counsel represents and warrants that he provided the settlement
3 agreement, the parties' joint motion, and all supporting papers to the Labor Workforce and
4 Development Agency ("LWDA"). Plaintiff's counsel also provided the LWDA with notice of the
5 February 19, 2019 hearing date. The LWDA did not make any objection to the settlement
6 agreement. Attached to this stipulation as Exhibit 1 are: (1) emails confirming the LWDA's
7 receipt of the settlement agreement, joint motion, and supporting papers; and (2) Plaintiff's
8 counsel's letter to the LWDA informing it of the February 19, 2019 hearing date (with a time of
9 2:00 p.m., the time at which the hearing was ultimately held).

10 5. Pursuant to section III.U.A. of the settlement agreement, and in response to the
11 Court's questions and concerns, counsel for Plaintiff and Adecco have made certain non-material
12 modifications to the Settlement Agreement. The modifications are: (1) the express inclusion of
13 Labor Code § 232.5 as being within the scope of the release (which currently releases all PAGA
14 claims arising out of the Adult Content Release Claim) ; and (2) the removal of section III.A,
15 calling for the dismissal of the claim with prejudice, in light of the anticipated entry of judgment
16 on February 22, 2019. A copy of the revised agreement with counsel's initialed changes is
17 attached as Exhibit 2.

18 6. The parties have also revised the notice to the PAGA Group Members so that it is
19 consistent with the modifications to the agreement and incorporates certain non-material revisions
20 to Civil Code § 1542. The redline of the revised notice revised notice is attached as Exhibit 3.
21 The revised notice without a redline is attached as Exhibit 4.

22 7. The parties have also revised the proposed order approving the settlement
23 agreement consistent with the Court's directives. A redline of the revised proposed order is
24 attached as Exhibit 5. A clean copy of the revised proposed order is attached as Exhibit 6. The
25 revised order: (1) appoints Phoenix as the claims administrator and limits its costs and fees to
26 \$7,000; (2) references the Court's anticipated entry of judgment on February 22, 2019; (3) states
27 that the Court will retain jurisdiction to enforce or interpret the settlement agreement; (4) requires
28

1 a status report 60 days after entry of judgment; and (5) requires Plaintiff and her counsel to file
2 her fee motion, if any, no later than April 23, 2019.

3 9. In light of the above changes, the parties respectfully request that the Court
4 approve the settlement agreement and request for incentive payment.

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6 DATED: February 20, 2019

JACKSON LEWIS, P.C.

7
8 By: 

SCOTT JANG

10 Attorneys for Defendant
ADECCO USA, INC.

11
12 DATED: February 20, 2019

BAKER CURTIS & SCHWARTZ, P.C.

13
14 By: 

CHRIS BAKER

16 Attorneys for Plaintiffs
17 JOHN DOE, DAVID GUDEMAN, AND PAOLA
CORREA

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On February 20, 2019, I served the attached document(s):

in this action as follows:

Cameron W. Fox, Esq.
Ankush Dhupar, Esq.
Paul Hastings LLP
515 South Flower Street, 25th Floor
Los Angeles, CA 90071
Telephone: 213.683.6000
Facsimile: 213.627.0705
E-mail: cameronfox@paulhastings.com
ankushdhupar@paulhastings.com

Co-Counsel for Defendants GOOGLE INC.
and ALPHABET INC.

Co-Counsel for Defendants GOOGLE INC.
and ALPHABET INC.

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I declare under penalty of perjury under the laws of the State of California that the above
is true and correct.

Executed on February 20, 2019 at San Francisco, California.


Laretta Adams

EXHIBIT 1



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) :

213240-17

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

Search for PAGA Case number

Your Information (Person Who is Filing)

Your Full Name Firm Name (if Any) Your Email Address
Chris Baker Baker Curtis & Schwartz, PC dschwartz@bakerlp.com

Your Street Name, Number and Suite/Apt Your Mobile Phone Number
1 California Street, Suite 1250 4152543692

Your City Your Work Phone Number
San Francisco 4154331064

Your State
California

Your Zip/Postal Code
94111

Plaintiff Information

Plaintiff Name
Paola Correa

Court and Hearing Information

Court Case Number
San Francisco Superior Court Case No. CGC-16-556034

Hearing Date (if any)
March 4, 2019

Hearing Time
2:00 pm

Hearing Location
Dept. 304

Proposed Settlement and Other Documents

Proposed Settlement

CORREA – ADECCO SETTLEMENT AGREEMENT (WITHOUT EXHIBITS) AND ADDENDUM).pdf

Other Attachment (if any)

2019-01-29 Adecco Joint Settlement Approval Motion (Notice).pdf

Other Attachment (if any)

2019-01-29 Adecco Joint Settlement Approval Motion (MPA).pdf

Other Attachment (if any)

2019-01-29 Adecco Joint Settlement Approval Motion (Baker Decl. and RJN).pdf

Other Attachment (if any)

2019-01-29 Adecco Joint Settlement Approval Motion ([Proposed] Order).pdf

Other Attachment (if any)

2019-01-28 Correa Motion for Incentive Payment (Notice and MPA).pdf

Other Attachment (if any)

2019-01-28 Correa Motion for Incentive Payment (Baker Decl and RJN).pdf

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

Attached Files:

CORREA – ADECCO SETTLEMENT AGREEMENT (WITHOUT EXHIBITS) AND ADDENDUM).pdf (1.47 MB)

2019-01-29 Adecco Joint Settlement Approval Motion (Notice).pdf (281 KB)

2019-01-29 Adecco Joint Settlement Approval Motion (MPA).pdf (478 KB)

2019-01-29 Adecco Joint Settlement Approval Motion (Baker Decl. and RJN).pdf (1.69 MB)

2019-01-29 Adecco Joint Settlement Approval Motion ([Proposed] Order).pdf (96 KB)

2019-01-28 Correa Motion for Incentive Payment (Notice and MPA).pdf (326 KB)

2019-01-28 Correa Motion for Incentive Payment (Baker Decl and RJN).pdf (1.71 MB)

Deborah Schwartz

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Tuesday, January 29, 2019 3:39 PM
To: Deborah Schwartz
Subject: Thank you for your Proposed Settlement Submission

01/29/2019 03:38:41 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



**BAKER CURTIS &
SCHWARTZ PC**

Chris Baker
1 California Street, Suite 1250
San Francisco, CA 94111
tel. (415) 433-1064
cbaker@bakerlp.com
www.bakerlp.com

February 4, 2019

Via On-Line

Labor & Workforce Development Agency
Attention: PAGA Administrator

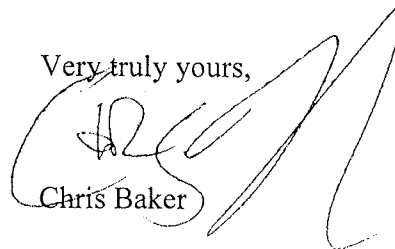
*RE: Notice of change in hearing date re PAGA settlement
LWDA Case No. LWDA-CM-213240-17*

Dear LWDA:

On January 29, 2019, we notified the LWDA that the hearing regarding the proposed PAGA settlement of the above matter was set for March 4, 2019 at 2:00 p.m. in Dept. 304 of the San Francisco Superior Court. As part of that submission to the LWDA, we provided a copy of the proposed PAGA settlement and all of the papers submitted to the court as part of the motion for approval of the PAGA settlement.

Subsequently, the court changed the hearing date to **February 19, 2019 at 2 p.m.** The PAGA approval motion is still being heard in Dept. 304. No additional papers or changes to the settlement have been made. Therefore, we are not submitting any other documents to the LWDA at this time.

Very truly yours,



Chris Baker

Deborah Schwartz

Subject: FW: Thank you for your Proposed Settlement Submission

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

Date: February 4, 2019 at 2:58:15 PM PST

To: <cbaker@bakerlp.com>

Subject: Thank you for your Proposed Settlement Submission

Reply-To: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

02/04/2019 02:58:10 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

EXHIBIT 2

SETTLEMENT AGREEMENT

This Settlement Agreement under the California Labor Code Private Attorneys General Act ("PAGA") is made by and between plaintiff Paola Correa, on behalf of herself, other aggrieved employees, and the State of California, on the one hand, and defendant Adecco USA, Inc., on the other hand (collectively, the "Parties"), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), and subject to the following terms and conditions.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. "Action" means the civil action titled *Doe, et al. v. Google, Inc., et al.*, filed in the Superior Court of the State of California, County of San Francisco, Case No. CGC-16-556034.
- B. "Agreement," "Settlement," or "Settlement Agreement" means this Settlement Agreement.
- C. "Complaint" means the Complaint filed by plaintiff John Doe on December 20, 2016 in the Action, and all amendments thereto, including the currently operative Fifth Amended Complaint.
- D. "Court" means the Superior Court for the State of California, County of San Francisco.
- E. "Covered Period" means the period of time from February 14, 2016 to the date the Court grants approval of the Settlement.
- F. "Adecco" means Adecco USA, Inc.
- G. "Final" means: (1) that the Settlement has been finally approved by the Court with no objections (including objections by Plaintiff or Plaintiff's Counsel as to the award of an incentive payment); or, if there are objections, either (1) the California Court of Appeal has rendered a final judgment affirming the Court's final approval without material modification and the date for further appeal has passed without further appeal; or (2) the applicable date for seeking appellate review of the Court's final approval of the Settlement has passed without a timely appeal or request for review having been made.
- H. "Adecco's Counsel" means the law firm of Jackson Lewis P.C.
- I. "Order" means the Order Granting Approval of Settlement. The parties will submit a proposed Order in the form evidenced by Exhibit A to this Agreement for consideration by the Court.
- J. "Adult Content Release" means the adult content liability release at issue in the Complaint, and any other versions thereof during the "Covered Period."
- K. "Adult Content Release Claim" is a claim under PAGA that arises from or relates to the allegations contained in the Complaint that Adecco unlawfully required employees to sign an Adult Content Release.
- L. "LWDA" means the California Labor and Workforce Development Agency.

- M. "LWDA Payment" means the portion of the payment from the Net Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- N. "Net Settlement Amount" means the amount from the Total Settlement Amount that is available for distribution of the LWDA Payment and as Settlement Shares to the PAGA Settlement Group Members after deducting (1) the Settlement Administrator's fees and expenses (the amount of which is subject to Court approval); and (2) the Plaintiff's Incentive Payment (the amount of which is subject to Court approval but in no event shall exceed \$1,000). The entire Net Settlement Amount will be distributed to the LWDA and PAGA Settlement Group Members in payment of PAGA penalties.
- O. "PAGA Settlement Group Members" means current and former employees of Adecco in California who started an assignment at a Google/Alphabet entity at any time during the Covered Period.
- P. "Plaintiff" means Paola Correa.
- Q. "Plaintiff's Counsel" means the firm of Baker Curtis & Schwartz, P.C.
- R. "Released Parties" means Adecco, and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.
- S. "Settlement Administrator" means the third-party administrator agreed-upon by the parties and approved by the Court to administer this Settlement.
- T. "Settlement Share" means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- U. "Total Settlement Amount" means the total amount to be paid by Adecco as provided by this Agreement.

II. FACTUAL BACKGROUND

- A. On December 20, 2016, plaintiff John Doe filed this Action against Google, Inc. ("Google"), alleging various violations of California Labor Code section 432.5 (among other things) and seeking civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA").
- B. On March 23, 2017, plaintiff John Doe filed a Second Amended Complaint, which, among other things, added Plaintiff as a plaintiff to this Action and added Adecco as a defendant to this Action.
- C. On November 7, 2017, the Court sustained Adecco's demurrer to the then-operative Fourth Amended Complaint, with leave for plaintiffs to file an amended complaint asserting a PAGA claim against Google and Adecco arising from the Adult Content Release contained in a contract signed by Plaintiff that was first produced in October 2017.
- D. On November 21, 2017, Plaintiff filed a Fifth Amended Complaint, which is currently the operative Complaint.

- E. This Agreement represents a compromise and settlement of a highly disputed claim relating to the Adult Content Release. Nothing in this Agreement is intended or will be construed as an admission by Adecco that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that Adecco's defenses in the Action have merit.

III. SETTLEMENT TERMS AND CONDITIONS

- A. ~~Stipulation for Settlement Only. Consistent with this Agreement, Plaintiff will stipulate to the dismissal with prejudice of all claims against Adecco that arise from or relate to the Adult Content Release. WORTH OF JUDGMENT ON ME~~ JB
MF

- B. **Representation Regarding PAGA Settlement Group Members.** Adecco represents that there are no more than approximately 2,256 individuals that compose the PAGA Settlement Group Members. The accuracy of this number will not affect this settlement unless it differs by more than 10% from the total referenced herein.

- C. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, the Total Settlement Amount is \$140,000.00, exclusive of Plaintiff's Counsel's attorney's fees and costs. The Total Settlement Amount will cover (a) all Settlement Shares to PAGA Settlement Group Members pursuant to the Settlement (described in Section III.F-G); (b) the LWDA Payment set forth in Section III.I; (c) the Incentive Payment to Plaintiff set forth in Section III.E; and (d) the Settlement Administrator's fees and expenses.

- D. **Attorneys' Fees and Litigation Costs.** Plaintiff and her counsel intend to file a motion for fees and costs pursuant to CCP § 1021.5, Labor Code § 2699, and any other applicable law in the event the Court approves the settlement. There have been no negotiations concerning Plaintiff's Counsel's fees and costs. Plaintiff's Counsel has represented, however, that a rough estimate of their lodestar fees for work on the Adult Content Release claim as to Adecco is approximately \$125,000 through November 14, 2018, but that this does not necessarily include "intertwined" time (e.g., work that cannot be reasonably segregated). Plaintiff and her counsel agree that if this settlement is approved, Plaintiff and her counsel will not seek "catalyst" fees or 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 execution of this Agreement. Nothing in this provision is intended to extend any deadlines for filing a motion for catalyst fees or costs as set forth by applicable law.

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

- E. **Incentive Payment.** Plaintiff's Counsel will request, and Adecco will not oppose, an incentive payment to Plaintiff from the Total Settlement Amount in an amount not to exceed \$1,000. This incentive payment shall be in addition to whatever payment Plaintiff is otherwise entitled to as PAGA Settlement Group Members. Plaintiff will be issued an IRS Form 1099 and its state and local equivalents for any incentive payment amount received under the Settlement.

- F. **Settlement Shares.** Subject to the terms and conditions of this Agreement, each PAGA Settlement Group Member will be allocated a Settlement Share from 25% of the Net Settlement Amount; the remainder of the Net Settlement Amount shall be paid to the LWDA, as described below in Section III.I. The Settlement Share is intended to settle claims for civil penalties. Accordingly, the payments to PAGA Settlement Group Members will not be reduced by payroll tax withholding and deductions; instead, the Settlement Administrator will issue to the PAGA Settlement Group Member an IRS Form 1099 and its state and local equivalents with respect to the payment.
- G. **Distribution of Settlement Shares to PAGA Settlement Group Members.** After deducting for the amounts for the LWDA Payment, the remainder of the Net Settlement Amount will be paid as Settlement Shares to each PAGA Settlement Group Member. The portion of the Net Settlement Amount available for distribution to PAGA Settlement Group Members (25% of the Net Settlement Amount) will be divided equally among all PAGA Settlement Group Members.
- H. **Payments to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Court.
- I. **Payment to LWDA.** The Settlement Administrator will pay 75% of the Net Settlement Amount to the LWDA as its share of the Settlement attributable to civil penalties under PAGA (the "LWDA Payment"). If the Court approves an LWDA Payment of less than 75%, the remainder will be retained in the Net Settlement Amount.
- J. **Appointment of Settlement Administrator.** In connection with a Joint Motion to the Court for an Order Approving this Agreement ("Joint Motion"), the Parties will propose a Settlement Administrator to distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. In the event that the Settlement is not approved, Adecco will pay the Settlement Administrator's reasonable fees incurred as of that time. The Settlement Administrator, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet to the PAGA Settlement Group Members; conducting a National Change of Address search and using Accurant and other reasonable and cost-effective skip trace methods to locate any PAGA Settlement Group Member whose Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Total Settlement Amount.
- K. **Procedure for Approving Settlement.**
1. **Motion for an Order Approving the Settlement.**
 - a. The Parties will cooperate in seeking approval of the Settlement, including by drafting and filing the Joint Motion. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed and shall take all steps that may be

requested by the Court relating to the approval and implementation of the Settlement. Adecco's Counsel shall draft the Joint Motion and provide the draft to Plaintiff's Counsel for review and revision at least three (3) business days prior to the filing date for the Joint Motion. Plaintiff's Counsel shall submit the Settlement Agreement and motion papers to the LWDA no later than three business days after the Settlement Agreement and motion papers are filed with the Court. The Joint Motion shall be filed no later than ten days after this Agreement is executed

- b. At the hearing on the Joint Motion, the Parties will jointly appear, support the granting of the motion, and submit an order granting the motion in the form evidenced by Exhibit A to this Agreement.
- c. The Parties will jointly file the Joint Motion. If the Court does not grant the application for approval and issue an order approving the Settlement, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court's concerns.
- d. If the Court does not grant approval of the Settlement, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void. A modification of amounts payable in attorneys' fees or expenses shall not be deemed a material modification of the Settlement.

L. **No Right to Opt Out.** The Parties agree there is no statutory right for any PAGA Settlement Group Member to opt out or otherwise exclude himself or herself from the Settlement.

M. **Notice and Payment of Settlement Shares to PAGA Settlement Group Members.** After the Court enters its order granting the Joint Motion, every PAGA Settlement Group Member will be provided with a notice concerning the Settlement (see Exhibit B, "Notice Packet") and payment of the PAGA Settlement Group Member's Settlement Share.

1. Consistent with the timeframes set forth in Section III.P, the Settlement Administrator will send each PAGA Settlement Group Member the Notice Packet and payment of the PAGA Settlement Group Member's Settlement Share. The Settlement Administrator will mail the Notice Packets and Settlement Share payments to all identified PAGA Settlement Group Members, using the mailing address information provided by Adecco, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
2. In the event of returned or non-deliverable Notice Packets and Settlement Share payments, the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Group Members and re-send the Notice Packets and Settlement Share payments. The Settlement Administrator will promptly, and not later than 15 calendar days from receipt of the returned packet and payment, search for a more current address for the PAGA Settlement Group Member using Accurant and other reasonable and cost-effective skip trace methods, and re-mail the Notice

Packet and Settlement Share payment to the PAGA Settlement Group Member. The Settlement Administrator will use the PAGA Settlement Group Members' data and otherwise work with Adecco to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiff's Counsel and according to the following deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom a Notice Packet or Settlement Share payment is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found. If the Notice Packet and Settlement Share payment is re-mailed, the Settlement Administrator will note for its own records and notify Plaintiff's Counsel and Adecco's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties. Plaintiff's Counsel and Adecco's Counsel will be entitled to receive from the Settlement Administrator any updated address information about a PAGA Settlement Group Member as the Settlement Administrator obtains such information.

- N. **Submission of Order.** Plaintiff shall submit a copy of the order providing for or denying an award of civil penalties within 10 calendar days after entry of the dismissal and/or Order, in compliance with Section 2699(1)(3) of the California Labor Code. If Plaintiff fails to satisfy this condition in strict compliance with Section 2699(1)(3) of the California Labor Code, the Settlement shall be voidable at Adecco's option.
- O. **Waiver of Right to Appeal.** Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Adecco, and their respective counsel hereby waive any and all rights to appeal the final approval of the Settlement, and the Order as to the Settlement therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings or any waiver of Plaintiff's Counsel's or Adecco's choice to contest the Court's award of fees and costs or incentive payment. If an appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Order becomes Final, as defined in this Agreement.
- P. **Timing of Settlement Payments and Receipt of Contact Information.** Within 5 calendar days after the Settlement becomes Final, as defined in this Agreement, the Settlement Administrator will provide Adecco with wire transfer information. Within 20 calendar days after the Settlement Administrator provides Adecco with wire transfer information, Adecco will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Also, within 20 calendar days after the Settlement Administrator provides Adecco with wire transfer information, Adecco will provide to the Settlement Administrator the names, last known addresses and telephone numbers, and Social Security numbers of all PAGA Settlement Group Members. This information will remain confidential and will not be disclosed to anyone, except in order to carry out the reasonable efforts described in Section III.M.3, or pursuant to Adecco's express written authorization or by order of the Court. Adecco shall provide to Plaintiff's Counsel, and the Settlement Administrator will confirm, the total number of Settlement Group Members. The Settlement Shares, the LWDA Payment, and the Incentive Payment will be paid within

7 calendar days after Adecco transfers the Total Settlement Amount to the Settlement Administrator.

- Q. **Uncashed Settlement Share Checks.** A PAGA Settlement Group Member must receive or cash his or her Settlement Share payment or check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at his or her correct address in accordance with the procedures set forth in Section III.M.2 above. If a PAGA Settlement Group Member cannot be located using the procedures set forth in Section III.M.2 above, or if a PAGA Settlement Group Member fails to cash the check for his or her Settlement Share within 180 days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the uncashed check to the California State Controllers' Office Unclaimed Property Fund.

R. **Release and Waiver of Claims.**

1. **PAGA Settlement Group Members.** In consideration for the LWDA Payment and the PAGA Settlement Group Members awarded Settlement Shares, as of the date the Settlement becomes Final, the LWDA and PAGA Settlement Group Members release any and all known and unknown claims under PAGA against the Released Parties that arise out of or relate to the Adult Content Release Claim (with the exception of a claim for fees and costs as referenced in Section III.D), including but not limited to claims for violation of California Labor Code sections 432.5 (the "PAGA Settlement Group Members' Released Claims").

AND 232.5. MF
DB

2. **Waiver of Rights under California Civil Code Section 1542.** The PAGA Settlement Group Members' Released Claims include all such respective claims, whether known or unknown by the releasing party. Thus, even if a PAGA Settlement Group Member (including Plaintiff) discovers facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the PAGA Settlement Group Members' Released Claims, those claims will remain released and forever barred. Therefore, with respect only to those respective released claims, Plaintiffs and the PAGA Settlement Group Members expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

- S. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or the PAGA Settlement Group Members.
- T. **Confidentiality Preceding Approval.** Prior to filing the Joint Motion, Plaintiff and her attorneys will not issue any press or other media releases or have any communication with the press or media or anyone other than family members, clients, PAGA Settlement Group Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. Information regarding the Settlement may be disclosed to the Court if requested or in response to information disclosed by Adecco. If,

before the filing of the Joint Motion, Plaintiff or her attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Adecco may rescind the Settlement, rendering it null and void.

U. **Miscellaneous Terms.**

1. **No Admission of Liability.**

- a. Adecco denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Adecco, or an admission by Plaintiff that any of their claims were non-meritorious or any defense asserted by Adecco was meritorious. This Settlement and the fact that Plaintiff and Adecco were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- b. Whether or not the Order becomes Final, nothing in this Agreement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as, offered or admitted in evidence as, received as, or deemed to be evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage.
- c. Notwithstanding Adecco's acknowledgement that this Agreement applies only to claims arising under the Adult Content Release language, nothing herein shall prohibit or otherwise prevent Adecco from challenging and/or asserting defenses against any claim that the PAGA Settlement Group Members are entitled to multiple penalties under PAGA for alleged multiple violations of the California Labor Code (*i.e.* stacking) relating to the remainder of the claims in Plaintiff's Complaint. However, the parties agree that this Settlement releases no PAGA claims in this Action or any other but the Adult Content Release Claim.
- d. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the

representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Attorney Authorization.** Plaintiff's Counsel and Adecco's Counsel warrant and represent that they are authorized by Plaintiff and Adecco, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
10. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the PAGA Settlement Group:

Chris Baker
Deborah Schwartz
Baker Curtis & Schwartz, P.C.
1 California St., Suite 1250
San Francisco, CA 94111

Telephone: (415) 433-1064
Facsimile: (415) 366-2525
cbaker@bakerlp.com
dschwartz@bakerlp.com

To Adecco:

Mia Farber
Jackson Lewis, P.C.
725 Figueroa Street, Suite 2500
Los Angeles, CA 90017
Mia.Farber@jacksonlewis.com

11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____, 2018

PAOLA CORREA

Dated: 12/19, 2018

ADECCO USA, INC.

By: 

///

///

Telephone: (415) 433-1064
Facsimile: (415) 366-2525
cbaker@bakerlp.com
dschwartz@bakerlp.com

To Adecco:

Mia Farber
Jackson Lewis, P.C.
725 Figueroa Street, Suite 2500
Los Angeles, CA 90017
Mia.farber@jacksonlewis.com

11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

12/19/2018
Dated: _____, 2018

PAOLA CORREA

DocuSigned by:

Paola Correa

CD45809CA0614AF...

Dated: _____, 2018

ADECCO USA, INC.

By: _____

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APPROVED AS TO FORM:

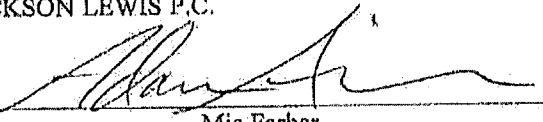
Dated: _____, 2018

CHRIS BAKER
DEBORAH SCHWARTZ
BAKER CURTIS & SCHWARTZ, P.C.

By: _____
Chris Baker
Attorney for Plaintiff

Dated: 12/19/2018

MIA FARBER
ADAM Y. SIEGEL
JACKSON LEWIS P.C.

By: 
Mia Farber
Adam Y. Siegel
Attorney for Defendant Adecco USA, Inc.

APPROVED AS TO FORM:

Dated: 12.19, 2018

CHRIS BAKER
DEBORAH SCHWARTZ
BAKER CURTIS & SCHWARTZ P.C.

By: 

Chris Baker
Attorney for Plaintiff

Dated: _____, 2018

MIA FARBER
JACKSON LEWIS P.C.

By: _____

Mia Farber
Attorney for Defendant Adecco USA, Inc.

EXHIBIT A

[[PROPOSED] ORDER GRANTING APPROVAL OF SETTLEMENT]

EXHIBIT B

[NOTICE OF APPROVAL OF SETTLEMENT]

EXHIBIT C
[NOTICE TO LWDA]

4824-7568-6274, v. 1

ADDENDUM TO SETTLEMENT AGREEMENT

On December 19, 2018, Defendant Adecco USA, Inc. and Plaintiff Paola Correa executed a Settlement Agreement in the civil action titled *Doe, et al. v. Google, Inc., et al.*, filed in the Superior Court of the State of California, County of San Francisco, Case No. CGC-16-556034 ("the Settlement Agreement").¹ Pursuant to Section III.U.3 of the Settlement Agreement, counsel for the parties hereby correct a clerical error contained in the Settlement Agreement's definition of "PAGA Settlement Group Members" in Section I.O. The definition of "PAGA Settlement Group Members" should read:

"PAGA Settlement Group Members" means current and former employees of Adecco in California who started an assignment at a Google/Alphabet entity at any time during the Covered Period, and who signed the Adult Content Release.

By operation of this Addendum, the Settlement Agreement shall incorporate this corrected definition of "PAGA Settlement Group Members," and the Parties shall seek Court approval of the Settlement Agreement including and consistent with this Addendum to the Settlement Agreement.

Dated: 1/9, 2019

BAKER CURTIS & SCHWARTZ, P.C.

By: 

Chris Baker
Attorney for Plaintiffs Paola Correa, John Doe, and
David Gudeman

Dated: 1/9, 2019

JACKSON LEWIS P.C.

By: 

Mia Farber
Attorney for Defendant Adecco USA, Inc.

¹ Defendant and Plaintiff are collectively referred herein as "the Parties."

EXHIBIT 3

NOTICE OF SETTLEMENT
TO PAGA SETTLEMENT GROUP MEMBERS

On [DATE], the San Francisco Superior Court approved a settlement of claims under the Private Attorneys General Act (“PAGA”) against Adecco USA, Inc. and related Adecco entities (collectively “Adecco”) concerning the use of “Adult Content Liability Release.” The case is entitled *Doe et al. v. Google et al.*, Case No. CGC-16-556034.

Plaintiffs, in a lawsuit brought on behalf of the State of California, claimed the Adult Content Release violated certain provisions of the California Labor Code because it was “confidential” and because it was “prohibited by law.” More specifically, Plaintiffs alleged that the Adult Content Release unlawfully required Adecco employees to waive the right to bring harassment, hostile work environment, or discrimination claims against Google arising from the presence of “adult content” in the workplace.

Adecco denies any liability and denies Plaintiffs’ allegations. Specifically, Adecco contends that it complied with the requirements of the California Labor Code and that civil penalties are not recoverable.

After good-faith negotiations in which both sides recognized the substantial risk of an uncertain outcome, Plaintiff Correa (a former Adecco employee assigned to work at Google) and Adecco agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement covers claims under the Private Attorneys General Act (“PAGA”) arising from the Adult Content Liability Release. You are a member of the Settlement Group, which is defined as:

“Current and former employees of Adecco in California who started an assignment at a Google/Alphabet entity” at any time from February 14, 2016 [the date the Court grants approval of the Settlement], and who signed the Adult Content Release.¹

As a result of the Settlement, Adecco has agreed to pay one hundred forty thousand dollars (\$140,000) in civil penalties, settlement administration costs, and an incentive fee; the amount does not include Plaintiffs’ counsel’s attorney fees and costs, which will be decided by the Court or agreed upon separately.

The Settlement approved by the Court includes a release by Settlement Group Members, for the period of February 14, 2016 to [the date the Court grants approval of the Settlement], of any and all known and unknown claims under PAGA against the Released Parties that arise out of or relate to the Adult Content Release Claim (with the exception of a claim for attorney’s fees and costs as referenced in Section III.D of the Settlement Agreement), including but not limited to

¹ Google and Adecco stopped using the Adult Content Release in March 16, 2017.

claims for violation of California Labor Code sections 432.5 and 232.5 (the “PAGA Settlement Group Members’ Released Claims”).

The “Released Parties” are Adecco, and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.

The “Adult Content Release Claim” is a claim under PAGA that arises from or relates to the allegations contained in the Complaint that Adecco unlawfully required employees to sign an Adult Content Release, whether such release existed as a free-standing document or as a part of a broader agreement, in connection with an assignment to a Google/Alphabet entity.

The released claims include all such respective claims, whether known or unknown by the releasing party. Thus, even if a PAGA Settlement Group Member discovers facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the released claims, those claims will remain released and forever barred. Therefore, with respect only to those respective released claims, Plaintiffs and the PAGA Settlement Group Members expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims ~~which that~~ the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, ~~which and that~~ if known by him or her, ~~must would~~ have materially affected his or her settlement with the debtor or released party.

A complete copy of the settlement, as well as the Court’s order approving the settlement, along with other papers relevant to the claims, can be found at [Settlement Administrator’s website link]. You may also review pleading and other records relevant to the case at the Office of the Clerk of the Court, Superior Court of California for San Francisco County, 400 McAllister Street, San Francisco, California, 94102, during the Clerk’s normal business hours, or by accessing the “Case Query” tab at the San Francisco Superior Court’s website at www.sfsuperiorcourt.org/on-lineservices and searching for case number CGC-16-556034.

The Court has approved this settlement. You are receiving the enclosed check because, under PAGA, “aggrieved employees are entitled to 25% of the civil penalties awarded to the State. Because you started an assignment at a Google/Alphabet entity in the applicable time period, you are a member of the Settlement Group and are entitled to a pro-rated share of the civil penalties. If you have any questions about the settlement, you may contact Plaintiffs’ counsel at:

Chris Baker
BAKER CURTIS & SCHWARTZ, P.C.
1 California Street, Suite 1250
San Francisco, CA 94111
415.433.1064
GooglePAGASettlement@bakerlp.com

Or the settlement administrator at:

[Address]

Please do not telephone the Court or Adecco's counsel for information regarding the settlement process.

4849-9745-4979, v. 2

EXHIBIT 4

NOTICE OF SETTLEMENT
TO PAGA SETTLEMENT GROUP MEMBERS

On [DATE], the San Francisco Superior Court approved a settlement of claims under the Private Attorneys General Act (“PAGA”) against Adecco USA, Inc. and related Adecco entities (collectively “Adecco”) concerning the use of “Adult Content Liability Release.” The case is entitled *Doe et al. v. Google et al.*, Case No. CGC-16-556034.

Plaintiffs, in a lawsuit brought on behalf of the State of California, claimed the Adult Content Release violated certain provisions of the California Labor Code because it was “confidential” and because it was “prohibited by law.” More specifically, Plaintiffs alleged that the Adult Content Release unlawfully required Adecco employees to waive the right to bring harassment, hostile work environment, or discrimination claims against Google arising from the presence of “adult content” in the workplace.

Adecco denies any liability and denies Plaintiffs’ allegations. Specifically, Adecco contends that it complied with the requirements of the California Labor Code and that civil penalties are not recoverable.

After good-faith negotiations in which both sides recognized the substantial risk of an uncertain outcome, Plaintiff Correa (a former Adecco employee assigned to work at Google) and Adecco agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement covers claims under the Private Attorneys General Act (“PAGA”) arising from the Adult Content Liability Release. You are a member of the Settlement Group, which is defined as:

“Current and former employees of Adecco in California who started an assignment at a Google/Alphabet entity” at any time from February 14, 2016 [the date the Court grants approval of the Settlement], and who signed the Adult Content Release.¹

As a result of the Settlement, Adecco has agreed to pay one hundred forty thousand dollars (\$140,000) in civil penalties, settlement administration costs, and an incentive fee; the amount does not include Plaintiffs’ counsel’s attorney fees and costs, which will be decided by the Court or agreed upon separately.

The Settlement approved by the Court includes a release by Settlement Group Members, for the period of February 14, 2016 to [the date the Court grants approval of the Settlement], of any and all known and unknown claims under PAGA against the Released Parties that arise out of or relate to the Adult Content Release Claim (with the exception of a claim for attorney’s fees and costs as referenced in Section III.D of the Settlement Agreement), including but not limited to

¹ Google and Adecco stopped using the Adult Content Release in March 16, 2017.

claims for violation of California Labor Code sections 432.5 and 232.5 (the “PAGA Settlement Group Members’ Released Claims”).

The “Released Parties” are Adecco, and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.

The “Adult Content Release Claim” is a claim under PAGA that arises from or relates to the allegations contained in the Complaint that Adecco unlawfully required employees to sign an Adult Content Release, whether such release existed as a free-standing document or as a part of a broader agreement, in connection with an assignment to a Google/Alphabet entity.

The released claims include all such respective claims, whether known or unknown by the releasing party. Thus, even if a PAGA Settlement Group Member discovers facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the released claims, those claims will remain released and forever barred. Therefore, with respect only to those respective released claims, Plaintiffs and the PAGA Settlement Group Members expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A complete copy of the settlement, as well as the Court’s order approving the settlement, along with other papers relevant to the claims, can be found at [Settlement Administrator’s website link]. You may also review pleading and other records relevant to the case at the Office of the Clerk of the Court, Superior Court of California for San Francisco County, 400 McAllister Street, San Francisco, California, 94102, during the Clerk’s normal business hours, or by accessing the “Case Query” tab at the San Francisco Superior Court’s website at www.sfsuperiorcourt.org/on-lineservices and searching for case number CGC-16-556034.

The Court has approved this settlement. You are receiving the enclosed check because, under PAGA, “aggrieved employees are entitled to 25% of the civil penalties awarded to the State. Because you started an assignment at a Google/Alphabet entity in the applicable time period, you are a member of the Settlement Group and are entitled to a pro-rated share of the civil penalties. If you have any questions about the settlement, you may contact Plaintiffs’ counsel at:

Chris Baker
BAKER CURTIS & SCHWARTZ, P.C.
1 California Street, Suite 1250
San Francisco, CA 94111
415.433.1064
GooglePAGASettlement@bakerlp.com

Or the settlement administrator at:

[Address]

Please do not telephone the Court or Adecco's counsel for information regarding the settlement process.

4849-9745-4979, v. 2

EXHIBIT 5

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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~~ February 19, 2019, I held a hearing on the joint motion of Plaintiff Paola
2 Correa ("Plaintiff") and Defendant Adecco USA, Inc. ("Adecco") (Plaintiffs and Adecco are
3 collectively referred to as the "Parties") for approval of a settlement agreement ("the Settlement")
4 pursuant to the California 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(l)(2), (l)(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 ~~2.3.~~ The LWDA did not object to the settlement.

14 ~~3.4.~~ The Court confirms approval of the Settlement as to the following group of
15 individuals, collectively referred to as the "PAGA Settlement Group Members:"

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

21 ~~4.5.~~ Google and Adecco stopped using the Adult Content Release in March 16, 2017.

22 ~~5.6.~~ The Court has jurisdiction over the subject matter of this litigation, over all PAGA
23 Settlement Group Members, and over those persons and entities undertaking affirmative
24 obligations under the Settlement.

25 ~~6.7.~~ The Settlement is approved under Cal. Lab. Code § 2699(l)(2). The Settlement
26 amount is just, fair, adequate, and reasonable under all the circumstances. The Settlement is also
27 in the best interests of the parties, and it serves and is consistent with the public purposes behind
28 PAGA because it provides enforcement of the Labor Code and encourages future compliance with
the Labor Code.

1 ~~7-8.~~ The Notice to PAGA Settlement Group Members, attached hereto as Exhibit 2
2 fairly and adequately describes the Action, the approved Settlement, and is the best notice
3 practicable under the circumstances.

4 ~~8-9.~~ The Court finds that each PAGA Settlement Group Member, in accordance with the
5 Settlement, releases the following “Released Claims” against the Released Parties:

6 Any and all known and unknown claims under PAGA against the
7 Released Parties that arise out of or relate to the Adult Content
8 Release Claim (with the exception of a claim for attorney’s fees and
9 costs as referenced in Section III.D of the Settlement Agreement),
including but not limited to claims for violation of California Labor
Code sections 432.5 and 232.5.

10 ~~9-10.~~ As to the Released Claims Only, the PAGA Settlement Group Members also waive
11 and relinquish the provisions, rights, and benefits of Cal. Code Civ. Proc. § 1542, to the extent the
12 claims are (1) PAGA claims and (2) premised on the Adult Content Release.

13 ~~10-11.~~ The Total Settlement Amount, Net Settlement Amount, and the methodology used
14 to calculate each Settlement Share, in accordance with the Settlement Agreement is approved under
15 Cal. Lab. Code § 2699(1)(2).

16 ~~12.~~ The Court appoints Phoenix Class Action Administration Solutions as the
17 Settlement Administrator.

18 ~~11-13.~~ The Court authorizes the Settlement Administrator to calculate and pay the
19 Settlement Shares, in accordance with the terms of the Settlement Agreement.

20 ~~12-14.~~ The Court awards the Settlement Administrator in this Action its fees and costs, the
21 amount of which is subject to Court approval in accordance with the terms of the Settlement
22 Agreement, following the submission of a reasonably detailed invoice to Plaintiffs’ counsel in an
23 amount not to exceed \$7,000.

24 ~~13-15.~~ The Court awards Plaintiff Paolo Correa a one thousand dollar (\$1,000) incentive
25 award to be paid from the Settlement Amount.

26 ~~14-16.~~ The Court approves the allocations and payment of \$140,000 for the compromise of
27 claims brought under PAGA, to be paid in accordance with the terms of the Settlement.

28 ~~15-17.~~ Under the terms of the Settlement, 75% of the Net Settlement Amount will be paid

1 to the State of California Labor Workforce Development Agency ("LWDA Payment"); the
2 remaining amount of the Net Settlement Amount shall be distributed to the PAGA Settlement
3 Group Members in accordance with the terms of the Settlement.

4 18. Checks for Settlement Shares sent to PAGA Settlement Group Members shall be
5 valid for 180 days after issuance. Funds remaining from any checks for Settlement Shares uncashed
6 after 180 days will be disbursed to the California State Controllers' Office Unclaimed Property
7 Fund.

8 ~~16-19.~~ 19. Plaintiffs' counsel shall file a final report with the Court sixty (60) days after entry
9 of judgment reporting the final distribution of all settlement funds.

10 ~~17-20.~~ 20. The Court retains exclusive and continuing jurisdiction over this Action for the
11 purposes of supervising, administering, implementing, interpreting, and enforcing this Order, as
12 well as the Settlement.

13 ~~18-21.~~ 21. Nothing in this Order or the Settlement shall be construed as an admission or
14 concession by any party. The Settlement and this resulting Order simply represent a compromise
15 of disputed allegations.

16 ~~19-22.~~ 22. Plaintiffs are directed to submit a copy of this Order to the LWDA within 10 days
17 of the date of this Order.

18 ~~_____ This Action is hereby DISMISSED WITH PREJUDICE.~~

19 23. The Court intends to enter a final judgment as to this entire action on February 22,
20 2019. Nevertheless, the Court will retain jurisdiction as to this entire action as it relates to the
21 interpretation and enforcement of this Order and the Settlement Agreement.

22 ~~20-24.~~ 24. Plaintiff and her counsel must file a motion for fees and costs, if any, no later than
23 April 23, 2019 (60 days after the February 22, 2019 entry of judgment).

24
25 **IT IS SO ORDERED.**

26
27
28 Dated: _____
Honorable A.C. Massullo

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Judge of the Superior Court

4828-5213-3507, v. 2

EXHIBIT 6

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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 February 19, 2019, I held a hearing on the joint motion of Plaintiff Paola Correa
2 (“Plaintiff”) and Defendant Adecco USA, Inc. (“Adecco”) (Plaintiffs and Adecco are collectively
3 referred to as the “Parties”) for approval of a settlement agreement (“the Settlement”) pursuant to
4 the California 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 LWDA did not object to the settlement.

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

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

21 5. Google and Adecco stopped using the Adult Content Release in March 16, 2017.

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

25 7. The Settlement is approved under Cal. Lab. Code § 2699(1)(2). The Settlement
26 amount is just, fair, adequate, and reasonable under all the circumstances. The Settlement is also
27 in the best interests of the parties, and it serves and is consistent with the public purposes behind
28 PAGA because it provides enforcement of the Labor Code and encourages future compliance with
the Labor Code.

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

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

6 Any and all known and unknown claims under PAGA against the
7 Released Parties that arise out of or relate to the Adult Content
8 Release Claim (with the exception of a claim for attorney’s fees and
9 costs as referenced in Section III.D of the Settlement Agreement),
including but not limited to claims for violation of California Labor
Code sections 432.5 and 232.5.

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

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

16 12. The Court appoints Phoenix Class Action Administration Solutions as the
17 Settlement Administrator.

18 13. The Court authorizes the Settlement Administrator to calculate and pay the
19 Settlement Shares, in accordance with the terms of the Settlement Agreement.

20 14. The Court awards the Settlement Administrator in this Action its fees and costs, in
21 an amount not to exceed \$7,000.

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

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

26 17. Under the terms of the Settlement, 75% of the Net Settlement Amount will be paid
27 to the State of California Labor Workforce Development Agency (“LWDA Payment”); the
28 remaining amount of the Net Settlement Amount shall be distributed to the PAGA Settlement

1 Group Members in accordance with the terms of the Settlement.

2 18. Checks for Settlement Shares sent to PAGA Settlement Group Members shall be
3 valid for 180 days after issuance. Funds remaining from any checks for Settlement Shares uncashed
4 after 180 days will be disbursed to the California State Controllers' Office Unclaimed Property
5 Fund.

6 19. Plaintiffs' counsel shall file a final report with the Court sixty (60) days after entry
7 of judgment reporting the final distribution of all settlement funds.

8 20. The Court retains exclusive and continuing jurisdiction over this Action for the
9 purposes of supervising, administering, implementing, interpreting, and enforcing this Order, as
10 well as the Settlement.

11 21. Nothing in this Order or the Settlement shall be construed as an admission or
12 concession by any party. The Settlement and this resulting Order simply represent a compromise
13 of disputed allegations.

14 22. Plaintiffs are directed to submit a copy of this Order to the LWDA within 10 days
15 of the date of this Order.

16 23. The Court intends to enter a final judgment as to this entire action on February 22,
17 2019. Nevertheless, the Court will retain jurisdiction as to this entire action as it relates to the
18 interpretation and enforcement of this Order and the Settlement Agreement.

19 24. Plaintiff and her counsel must file a motion for fees and costs, if any, no later than
20 April 23, 2019 (60 days after the February 22, 2019 entry of judgment).

21
22 **IT IS SO ORDERED.**

23
24
25 Dated: _____

Honorable A.C. Massullo
Judge of the Superior Court

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28 4828-5213-3507, v. 2