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16 SUPERIOR COURT OF CALIFORNIA
17 COUNTY OF SANTA CLARA
18 UNLIMITED JURISDICTION

19 TYMUOI HA, AUSTIN BONNER,
20 DAVID RABIL, and RAYMOND
21 ROBERTS, on behalf of themselves and all
22 others similarly situated,

23 Plaintiffs,

24 v.

25 GOOGLE INC. and URPAN
26 TECHNOLOGIES, INC.,

27 Defendants.

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Case No. 116-CV-290847

**~~PROPOSED~~ ORDER ENTERING
JUDGMENT AFTER FINAL APPROVAL
OF CLASS SETTLEMENT**

**ASSIGNED FOR ALL PURPOSES TO JUDGE
BRIAN C. WALSH**

1 WHEREAS, Tymuoi Ha, Austin Bonner, David Rabil, and Raymond Roberts (the "Plaintiffs"
2 or "Class Representatives") brought wage and hour claims against Google, Inc. (now known as
3 Google LLC, hereafter "Google") and Urpan Technologies, Inc. ("UrpanTech") on behalf of
4 themselves and other similarly situated individuals. (Google and UrpanTech are together referred to
5 as "Defendants," and collectively with Plaintiffs, the "Parties.")

6 WHEREAS, Defendants deny any wrongdoing, fault, violation of law, or liability for
7 damages of any sort.

8 WHEREAS, on May 23, 2017, the Parties entered into a Joint Stipulation of Class Settlement
9 and Release ("Settlement Agreement," "Settlement," or "Agreement") to resolve the wage and hour
10 claims on a class-wide basis. The Settlement provides that Defendants will make a non-reversionary
11 payment of \$5,500,000.00 to settle the class claims.

12 WHEREAS, on June 20, 2017, the Court preliminarily approved the Settlement, deeming it to
13 be a fair and reasonable result for the Class. In granting preliminary approval, the Court provisionally
14 certified the Class, appointed Plaintiffs Ha, Bonner, Rabil, and Roberts as Class Representatives and
15 Plaintiffs' Counsel (Sanford Heisler Sharp, LLP and Gates, O'Doherty, Gonter & Guy LLP) as Class
16 Counsel, approved RG/2 Claims Administration LLC as the Settlement Administrator, and approved
17 the distribution of notice to all Class Members.

18 WHEREAS, the Settlement Administrator has certified that the Court-approved Notice of
19 Settlement of Class Action was distributed to Class Members as approved by the Court.

20 WHEREAS, no Class Member submitted a written objection to the Settlement, and one Class
21 Member (Michelle Goddard) opted out of the Settlement.

22 WHEREAS, on January 5, 2018, Plaintiffs filed a Motion for Final Approval of Class
23 Settlement and a Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards (the
24 "Motions"), and no party opposed the Motions.

25 WHEREAS, on February 2, 2018, the Court conducted a Final Approval Hearing, and no Class
26 Member objected to the Settlement.

1 WHEREAS, on February 7, 2018, the Court issued an Order approving the Motions, granting
2 final approval of the Settlement and final certification of the provisionally certified Class for settlement
3 purposes (the "Final Fairness Hearing Order").

4 WHEREAS, this Order incorporates the Court's findings and conclusions set forth in its Final
5 Fairness Hearing Order.

6 **THE COURT NOW HEREBY ORDERS AS FOLLOWS:**

7 1. Plaintiffs' Motion for Final Approval of Class Settlement and Plaintiffs' Motion for
8 Attorneys' Fees, Reimbursement of Expenses, and Service Awards are hereby GRANTED in their
9 entirety. The Settlement is HEREBY APPROVED in its entirety. The terms of the Settlement
10 Agreement are incorporated, and made part of this Order, as if copied herein, and shall be effective,
11 implemented, and enforced as provided in the Settlement Agreement. The Parties to the Settlement
12 are directed to effectuate its terms.

13 2. Pursuant to California Code of Civil Procedure Section 382, California Rule of Court
14 3.769, and/or other applicable laws, the following Class is granted final certification for settlement
15 purposes:

16 All persons who worked for Google in California as temporary or contract
17 sourcers, closers, recruiters, or other personnel who performed substantially the
18 same work as workers with those titles or in those roles in Google's People
19 Operations department (including, without limitation, temporary workers
20 assigned to the Channels organization) ("Contract Recruiters") for at least one
21 day between January 27, 2012 and May 9, 2017.

22 3. By her timely opt-out request, Michelle Goddard is excluded from the Class and is thus
23 not a Class Member and not bound by the terms of the Settlement.

24 4. The Court finds that the Class Settlement payment process provided in the Settlement
25 is fair and reasonable, and the Court ORDERS the Parties and the Settlement Administrator to
26 consummate the Settlement and distribute Class Settlement Payments pursuant to the terms of the
27 Settlement.
28

1 5. No later than thirty (30) calendar days after the date of this Order, Defendants shall
2 provide, via wire transfer, to the Settlement Administrator \$5,500,000.00, plus the employer's share
3 of payroll taxes.

4 6. The Court finds that the Settlement reasonably settles the penalties under the California
5 Private Attorneys General Act of 2004 ("PAGA") for \$100,000.00 and ORDERS that three-quarters
6 of this amount (\$75,000.00) be paid to the California Labor and Workforce Development Agency.

7 7. Class Counsel are awarded \$1,833,333.00 for fees and \$45,594.13 for litigation costs.
8 It is further ORDERED that \$20,000.00 shall be set aside to compensate RG/2 Claims Administration
9 LLC, the appointed Settlement Administrator

10 8. IT IS HEREBY ORDERED that Plaintiff Tymuoi Ha will receive a service award of
11 \$25,000.00 and that Plaintiffs Austin Bonner, David Rabil, and Raymond Roberts will each receive
12 service awards of \$5,000.00.

13 9. The Court approves the proposed *cy pres* recipient identified in the Settlement and finds
14 that the distribution of residual monies to Legal Aid at Work is an "equitable *cy pres* remedy" and
15 "better serve[s] . . . the interest of the class" than the default distribution proposed in California Code
16 of Civil Procedure § 384.

17 10. IT IS HEREBY ORDERED that if there is no appeal of this Order, the Effective Date
18 of this Settlement will be sixty-five (65) calendar days after the entry of the Order. If there is an appeal
19 of this Order, the Effective Date of this Settlement will be ten (10) business days after the appeal is
20 finally withdrawn, dismissed, or denied with prejudice.

21 11. IT IS HEREBY ORDERED that upon the Effective Date of this Settlement, each Class
22 Member will fully release and discharge the Released Parties¹ from any and all claims arising at any
23 point from January 27, 2012 until June 20, 2017, which arise out of the same transactions, series of

24 _____
25 ¹ Per the Settlement Agreement, "Released Parties" means: "Defendants, and each of their present and former
26 parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees,
27 owners, members, managers, co-joint ventures, fiduciaries, trustees, employee benefit plan administrators,
28 agents, attorneys, insurers, successors and assigns, and all persons or entities acting by, through, under or in
concert with any of them, and any individual or entity which could be jointly liable with Defendants for any of
the Released Claims, including staffing agencies who hired, provided, or assigned Contract Recruiters to
perform work at Google within the Class Period ('Released Staffing Agencies')." (Settlement ¶ 18.)

1 connected transactions, occurrences, or nucleus of operative facts that form the basis of the class
2 claims which were pled or which could have been pled based on the factual allegations contained in
3 the Second Amended Complaint (the "Released Claims"). The Released Claims include, without
4 limitation, any claims that, for their time working as Contract Recruiters from January 27, 2012 until
5 June 20, 2017, Class Members (i) were not paid overtime for work performed at, for, or on behalf of
6 Google; (ii) were not paid for all earned wages at the time of their separation from working at, for, or
7 on behalf of Google; and (iii) did not receive accurate wage statements for work performed at, for, or
8 on behalf of Google, pursuant to California Labor Code §§ 201, 202, 203, 226, 510, 1174 and 1194;
9 California Business and Professions Code §§ 17200 *et seq.*; the Industrial Welfare Commission Wage
10 Orders; and the California Private Attorneys General Act of 2004 ("PAGA"); and all derivative claims
11 for pre-judgment and post-judgment interest, penalties, punitive damages, and attorneys' fees and
12 costs.

13 12. Class Members do not release claims against the Released Parties that are unrelated to
14 work Class Members performed as Contract Recruiters at Google from January 27, 2012 until June
15 20, 2017, nor do they release claims for retaliation or wrongful discharge.

16 13. IT IS HEREBY ORDERED that the Court enters final judgment on the class action
17 claims and PAGA claims asserted in Counts 1, 2, 3, 4, and 7 of the Second Amended Complaint in
18 accordance with the terms of the Settlement and the Final Fairness Hearing Order. By virtue of this
19 Order, all Class Members, including Plaintiffs, are permanently barred from prosecuting any of the
20 Released Claims against any of the Released Parties.

21 14. Plaintiff Tymuoi Ha's individual claims against Defendants pursuant to California
22 Labor Code § 1102.5 and California public policy (Counts 5 and 6 of the Second Amended Complaint)
23 are not released or dismissed by this Order.


24 15. The Court shall retain jurisdiction over the interpretation and implementation of the
25 Settlement Agreement as well as any and all matters arising out of, or related to, the interpretation,
26 implementation, or enforcement of the Settlement Agreement and this Order.
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16. IT IS HEREBY ORDERED that in compliance with California Rule of Court 3.711(b), a copy of this Order shall be posted by Class Counsel on a public webpage concerning this lawsuit on Sanford Heisler Sharp, LLP's website.

IT IS SO ORDERED.

DATED: 2-28-18



Honorable Brian C. Walsh
Judge of the Superior Court