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ENDORSED
FILED
ALAMEDA COUNTY

MAR 09 2012

K. McCoy, Exec. Off./Clerk

6 Attorneys for Plaintiffs and the Class

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10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF ALAMEDA

12 ORACLE WAGE AND HOUR CASES

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4597

13 Included Actions:

14 Garcia v. Oracle Corporation

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA: NO. RG-07 321 026

16 Anderson v. Oracle Corporation

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO: NO. CIV 469 916

18 Krimsky v. Oracle Corporation

SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER: NO. SCV 23970

WJ
**[AMENDED PROPOSED] JUDGMENT AND
ORDER APPROVING GARCIA
PLAINTIFFS' CLASS ACTION
SETTLEMENT, SERVICE AWARDS TO
NAMED PLAINTIFFS, AND AN AWARD OF
ATTORNEYS' FEES AND COSTS**

Date: March 8, 2012
Time: 3:00 p.m.
Dept: 17

RESERVATION NO.: 1236121

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1 The Court, having considered whether to order final approval of the settlement of *Garcia v.*
2 *Oracle*, Case No. RG-07 321 026, pursuant to the Settlement Agreement filed on or about November
3 2, 2011, having granted preliminary approval on November 10, 2011, having directed that notice be
4 given to all Class Members of preliminary approval of the Settlement Agreement and the final
5 approval hearing and the right to be excluded from or object to the Settlement, having read and
6 considered all of the papers of the parties and their counsel, and having received three objections to the
7 Settlement that do not suggest that the Settlement is unfair, unreasonable, or inadequate, and good
8 cause appearing,

9 **IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

10 1. Terms used in this Order have the meaning assigned to them in the Settlement
11 Agreement and Class Notice.

12 2. The Court finds that the following individuals are members of the Class, except for
13 those individuals (1) who have signed releases or (2) who have previously opted out of the Action:

14 a. The Quality Assurance subclass: All persons who are or were employed by
15 Defendants in California, at any time from April 16, 2003 through November 19, 2010, in Oracle job
16 codes 10810 (QA Analyst-1), 10820 (QA Analyst-2), 10830 (QA Analyst-3), and/or 10840 (QA
17 Analyst-4), and/or PeopleSoft job codes 4501 (QA Developer); 4502 (Senior QA Developer).

18 b. The Support (Technical Analyst) subclass: All persons who are or were
19 employed by Defendants in California, at any time from April 16, 2003 through August 15, 2006, in
20 Oracle job codes 90120 (Technical Analyst-1), 90121 (Technical Analyst-2), 90122 (Technical
21 Analyst-3), 90023 (Technical Analyst-4), 90230 (Technical Analyst-5), and/or PeopleSoft job code
22 4407, except for when they were members of the Product Release Readiness Team and were moved to
23 job code 66685 (or another job code in the 6668- family) in 2006 or later.

24 c. The Project Manager subclass: All persons who are or were employed by
25 Defendants in California, at any time from April 16, 2003 through October 1, 2006, in Oracle job
26 codes 76520 (Programmer Analyst-2), 76530 (Programmer Analyst-3), 76540 (Programmer Analyst-
27 4), and 76550 (Programmer Analyst-5); AND all persons who are or were employed by Defendants in
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1 California in Oracle job codes 10620 (IT Business Implementation Analyst-2), 10630 (IT Business
2 Implementation Analyst-3), and/or 10640 (IT Business Implementation Analyst-4), at any time from
3 April 16, 2003 until those job codes were converted to job codes 76520, 76530, and 76540,
4 respectively; except for when they:

5 (i) worked in one of the following groups: (a) the Compliance Group in the
6 Strategy Planning Operations division of AIT; or (b) the Performance Training Group in the System
7 Architecture and Operations division of AIT; and,

8 (ii) were subsequently reclassified in or around October 2009 to the job code
9 14940 or another job code in that job family.

10 3. The Court hereby finds that the Notice of Preliminary Approval of Settlement and Final
11 Approval Hearing has been mailed to all Class Members as previously ordered by the Court, and that
12 such Notice fairly and adequately described the terms of the proposed Settlement Agreement, the
13 manner in which Class Members could object to or participate in the settlement, and the manner in
14 which Class Members could opt out of the Class; was the best notice practicable under the
15 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with
16 Civil Code § 1781(e), Rule of Court 3.769, due process and all other applicable laws. The Court
17 further finds that a full and fair opportunity has been afforded to Class Members to participate in the
18 proceedings convened to determine whether the proposed Settlement Agreement should be given final
19 approval. Accordingly, the Court hereby determines that all Class Members who did not file a timely
20 and proper request to be excluded from the settlement are bound by this final Order.

21 4. The eight Class Members who filed timely requests to be excluded from the Settlement,
22 Regina M. Barry, Sanjay Raymond Gonsalves, Wing Yu Kwok, Aleksandr Ovchar, Anson Pang, My-
23 Le Rutledge, Wenshan Shu, and Julie Min Yang Doyel, are hereby excluded from the class and are not
24 bound by the Settlement nor the Court's judgment in this action. Attached hereto as Exhibit A is a list
25 of names and addresses of these excluded individuals.

26 5. Three individuals (Joselito A. Pagaduan, Alice Szeto, and Saqid Mizra) who previously
27 opted out but who have requested to be allowed to opt back in are hereby approved to rescind their
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1 previous opt-out or exclusion requests and to opt back in to the case and take part in the Settlement on
2 the same terms as other Class Members and are bound by the Settlement and Judgment in this action.

3 6. The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to
4 the Class, Plaintiffs, and Defendants, and is the product of good faith, arm's-length negotiations
5 between the parties, and further, that the Settlement Agreement is consistent with public policy, and
6 fully complies with all applicable provisions of law. Accordingly, the Court hereby finally and
7 unconditionally approves the Settlement Agreement, and specifically:

8 a. Approves the Gross Settlement Amount of Thirty-Five Million Dollars
9 (\$35,000,000);

10 b. Approves that \$133,333 of the Gross Settlement Amount be designated to
11 resolve PAGA claims, and that under Labor Code section 2699(i), 75 percent of that amount, or
12 \$100,000, will be paid to the California Labor and Workforce Development Agency;

13 c. Approves the application for class representative service awards of \$30,000 each
14 to Plaintiffs/Class Representatives Leticia Garcia, Mitchell Rios, Greg Goumas, Alfonso Faustino, and
15 Greg Otte;

16 d. Approves Class Counsel's attorneys' fee request of \$10,500,000 on a
17 lodestar/multiplier basis, finding that Class Counsel's 2012 hourly rates and their hours expended on
18 the litigation are reasonable and that a 1.75 multiplier on Class Counsel's lodestar is warranted given
19 the results achieved;

20 e. Orders that ten percent (10%) of the amount awarded as attorneys' fees be
21 retained by the Settlement Administrator, to be paid out to Class Counsel on further order of the Court
22 after certification of completion of distribution of monies due to Class Members under the Settlement;

23 f. Approves Class Counsels' request for reimbursement of litigation expenses of
24 \$670,000;

25 g. Approves payment to Rust Consulting, Inc., the Settlement Administrator, of
26 \$30,000 as costs and expenses of settlement administration;

1 h. Approves payment from the Net Settlement Amount of amounts determined by
2 the Settlement Administrator to be due to Class Members who did not opt out, fifty percent (50%) to
3 be allocated as wages and fifty percent (50%) to be allocated as interest and penalties, as specified in
4 the Settlement Agreement;

5 i. Approves the withdrawal of the objections filed by Shawni D. Brown, Steven
6 M. Leong, and Mario Suman in exchange for and conditioned on their workweeks in non-class job
7 codes set forth in their objections being paid on a pro rata basis (approximately 97 workweeks for
8 Brown, 95 workweeks for Leong, and 215 workweeks for Suman) out of the Net Settlement Amount.
9 In exchange for the payments, the Class Release and Judgment in this action will apply to the
10 objectors' employment with Defendants during the following dates: Brown – April 16, 2003 to March
11 1, 2005; Leong -- April 16, 2003 to March 1, 2005; Suman – September 17, 2007 to November 3,
12 2011. The individual settlement amounts for all other Class Members as provided in their
13 individualized settlement notices will not be reduced by these payments because the payments are fully
14 offset by the unused attorneys' costs and the compensation otherwise owing to the eight Class
15 Members who opted out.

16 j. Approves the parties' choice of cy pres beneficiaries, which will share equally
17 any remaining funds, as provided at paragraph 29 of the Settlement Agreement. The cy pres
18 beneficiaries are: (1) the Katharine & George Alexander Community Law Center at Santa Clara
19 University; (2) The Legal Aid Society Employment Law Center; (3) Wounded Warrior Project, and (4)
20 the Tenderloin Tech Lab of the St. Anthony Foundation in San Francisco. In order to receive cy pres
21 funds, the Wounded Warrior Project must agree to use the funds only in California and only for job
22 training and/or job placement services.

23 7. The Court orders the following Implementation Schedule for further proceedings:
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1 2 3 4 5 6	April 5, 2012	Settlement Administrator to distribute: individual settlement allocation checks to Class Members, minus withholding taxes; service payment checks to Class Representatives as approved by Court; attorneys' fees and costs to Class Counsel (except for 10% holdback of attorneys' fees until Court reviews and approves report by Settlement Administrator reflecting funds distributed, checks cashed, checks cancelled and amount available for distribution to cy pres beneficiary) as approved by Court; and PAGA penalty payment to state.
7 8	30 days after distribution of settlement checks	Settlement Administrator will provide a declaration of payment, which will be filed with the Court and served on Class counsel and Defendant.
9 10 11 12	181 days after distribution of settlement checks	Settlement Administrator will cancel unnegotiated settlement checks and begin to prepare accounting to Court reflecting funds distributed, checks cashed, checks cancelled, amount of Court approved Class Counsel's attorneys' fees held back, and amount available for distribution to cy pres beneficiaries, designated by the parties and approved by the Court.
13	200 days after distribution of settlement checks	Settlement Administrator to submit final accounting to the Court.
14 15 16 17 18 19	Within 3 (three) business days of Court review and approval of final accounting	Settlement Administrator to pay Class Counsel the portion of attorneys' fees held back by order of Court, and Settlement Administrator to pay any remaining funds from checks not cashed or undeliverable to the following cy pres beneficiaries in equal amounts, as approved by the Court: Katharine & George Alexander Community Law Center at Santa Clara University; Legal Aid Society – Employment Law Center; Wounded Warrior Project for use in California; and Tenderloin Tech Lab of the St. Anthony Foundation in San Francisco.
20 21 22	Within 30 days of payment of residual to cy pres beneficiaries	Settlement Administrator to file with the Court and serve on Class Counsel and Defendant's Counsel a declaration of payment to cy pres beneficiaries.

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1 8. The Court enters judgment pursuant to Rule 3.769 of the California Rules of Court,
2 provided, however, that without affecting the finality of this Order, the Court retains exclusive and
3 continuing jurisdiction over the litigation for purposes of supervising, implementing, interpreting and
4 enforcing this Order and the Settlement Agreement, and in order to conduct further hearing(s) on
5 certification of distribution procedures as specified above.

6 **IT IS SO ORDERED.**

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8 Dated: March 9, 2012

STEVEN A. BRICK

9 STEVEN A. BRICK
10 Judge of the Superior Court
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Exhibit A

Garcia v. Oracle
List of Settlement Opt Outs

Lastname	Firstname	City	State	Zip
BARRY	REGINA M	MILLBRAE	CA	94030
GONSALVES	SANJAY RAYMOND	SUNNYVALE	CA	94085
KWOK	WING YU	TRACY	CA	95377
OVCHAR	ALEKSANDR	FOSTER CITY	CA	94404
PANG	ANSON YING	SUNNYVALE	CA	94087
RUTLEDGE	MY-LE V	MONTE SERENO	CA	95030
SHU	WENSHAN	CUPERTINO	CA	95014
YANG DOYEL	JULIE MIN	LOS ALTOS	CA	94024-5752