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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

MARYAM ABRISHAMCAR and KAVI
KAPUR,

Plaintiffs,

vs.

ORACLE AMERICA, INC. and DOES 1
through 100, inclusive,

Defendants.

Case No. CIV 535490

ASSIGNED TO HONORABLE NICOLE S.
HEALY FOR ALL PURPOSES

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

Date: April 30, 2025
Time: 2:00 p.m.
Dept: 28

Complaint Filed: September 18, 2015

1 **TO ALL PARTIES:**

2 **PLEASE TAKE NOTICE THAT** an Order Approving PAGA Settlement Agreement and
3 Entering Final Judgment was entered in this action on May 29, 2025. A true and correct copy of the
4 order and judgment is attached to this notice.

5
6 Dated: May 29, 2025

VALERIAN LAW, P.C.
DARDARIAN HO KAN & LEE
SANFORD HEISLER SHARP MCKNIGHT, LLP

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9 By: 
10 Xinying Valerian

11 Attorneys for Plaintiffs
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Case No. CIV 535490

ASSIGNED TO HONORABLE NICOLE S.
HEALY FOR ALL PURPOSES
NH
**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Date: April 30, 2025
Time: 2:00 p.m.
Dept: 28

Electronically
FILED

By Superior Court of California, County of San Mateo
ON 05/29/2025

By /s/ Correa, Haley
Deputy Clerk

Electronically
RECEIVED

5/12/2025

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

On April 30, 2025, a hearing was held on the motion of Plaintiffs Maryam Abrishamcar and Kavi Kapur (“Plaintiffs”) for approval of a settlement agreement pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698 *et seq.* Valerian Law, P.C., Dardarian Ho Kan & Lee, and Sanford Heisler Sharp McKnight LLP appeared for Plaintiffs, and Sheppard, Mullin, Richter & Hampton LLP appeared for Defendant Oracle America, Inc. (“Defendant”) (together with the Plaintiffs, the “Parties”). The Court having considered all papers filed and proceedings herein and otherwise being fully informed, and having made this Judgment which constitutes a final adjudication of this matter, and good cause appearing, the Court finds, orders, and adjudges as follows.

FINDINGS AND CONCLUSIONS ON APPROVAL

THE COURT NOW FINDS AND ORDERS AS FOLLOWS:

1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall have the same meaning as given in the Private Attorneys General Act Settlement Agreement (the “Settlement”) executed between the Parties on or around April 4, 2025.

2. Plaintiffs’ Motion to Approve PAGA Settlement Agreement is GRANTED. The Settlement is ORDERED APPROVED in its entirety. The Court’s order granting the motion is attached hereto as Exhibit 1. The Settlement Agreement is attached hereto as Exhibit 2. The terms of the Settlement Agreement are incorporated, and made part of this Order, as if copied herein, and shall be effective, implemented, and enforced as provided in the Settlement Agreement. The Parties to the Settlement are directed to effectuate its terms.

3. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate. Specifically, the Court finds that:

- (a) The Settlement was the result of extensive, arm’s-length negotiations among the Parties;
- (b) The negotiations were fully informed by extensive investigation, discovery, motion practice and trial, which has provided the Parties with sufficient information to allow them to become intimately familiar with the strengths and weaknesses of the

representative claims, and allows the Court to act intelligently in reviewing the settlement;

(c) Plaintiffs' Counsel is experienced in similar class and representative litigation and strongly endorse the Settlement as an excellent result given the risks of an inferior outcome after judgment and appeal.

(d) The Gross Settlement Amount of \$15,500,000 is fair, reasonable, and adequate, especially in light of the significant litigation risks detailed in Plaintiffs' Motion. Moreover, the Settlement is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of the state's labor laws.

4. The Labor Workforce and Development Agency ("LWDA") has been given notice of the Settlement. The Court finds that the Settlement has been submitted to the LWDA and that the LWDA has not sought to intervene or appear in this action. The Court finds and determines that Plaintiff's notice of the Settlement complied with the statutory requirements of PAGA. (Former Lab. Code, § 2699, subd. (l)(2) and (l)(4), amended by Stats.2016, c. 31 (S.B.836).)

5. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as the "Aggrieved Employees":

all persons who were employed by Oracle as sales personnel subject to an Incentive Compensation Plan or Agreement or were in a Incentive Compensation Plan or Agreement-eligible sales position in California during the period from July 24, 2014 to September 18, 2015 or the period from October 30, 2016 to February 9, 2018, consistent with the Court's Case Management Order No. 17. Employees who did not work for Defendant in California in either of those two time periods are not "Aggrieved Employees" as defined herein and therefore are not included within the scope of this Agreement.

6. The Court finds that the Gross Settlement Amount and the methodology to be used to calculate and pay the Aggrieved Employee PAGA Payments, in accordance with the Settlement, are fair and reasonable.

7. The Court approves the allocation and payment of \$8,619,846.76 (the "PAGA Penalty Amount") as for the compromise of claims brought under PAGA, to be paid in accordance with the

1 terms of the Settlement. Under the terms of the Settlement, 75% of the PAGA Penalty Amount will
2 be paid to the LWDA, and the remaining 25% of the PAGA Penalty Amount shall be distributed to
3 Aggrieved Employees in accordance with the terms of the Settlement.

4 8. The Court authorizes the Settlement Administrator to distribute the Gross Settlement
5 Amount, in accordance with the terms of the Settlement.

6 9. The Court finds that the requested attorneys' fees award of \$6,200,000 (*i.e.* 40 percent
7 of Gross Settlement Amount) is fair and reasonable, considering the relevant factors. Specifically,
8 the Court finds that:

- 9 (a) Plaintiffs' Counsel's requested attorneys' fee award is consistent with market rates
10 for contingency fees in employment litigation;
- 11 (b) Plaintiffs' Counsel's requested attorneys' fee award is within the ordinary range of
12 fee percentages of common fund settlements approved by courts;
- 13 (c) Plaintiffs' Counsel obtained an excellent result;
- 14 (d) Plaintiff's Counsel are highly skilled and experienced in wage and hour
15 representative and class actions, and the requested fee award falls well within the
16 norm for attorneys with Plaintiff's Counsel's skills and depth of experience;
- 17 (e) The Court further finds that the requested fee award is reasonable based on a
18 lodestar cross-check. Plaintiffs' Counsel have expended \$16,320,335.50 in lodestar
19 fees using their customary and reasonable hourly rates through January 31, 2025.
20 Accordingly, the Court finds that awarding \$6,200,000 in attorneys' fees, which
21 represents 38% of the lodestar, is presumptively reasonable under both the lodestar
22 method *and* the percentage method for calculating fees is common fund cases.

23 10. The Court further finds that Plaintiff's Counsel's litigation costs of \$555,153.24 were
24 reasonable and necessary to the prosecution of the case and consists of costs that are customarily
25 reimbursed in costs awards or billed to non-contingency clients. The Court approves these costs in
26 full.

1 11. Accordingly, the Court approves and ORDERS payment of \$6,200,000.00 for
2 Plaintiffs' attorneys' fees and an additional \$555,153.24 in costs, both to be paid from the Gross
3 Settlement Amount, in accordance with the terms of the Settlement.

4 12. The Court finds that the requested service awards of \$65,000 to Plaintiff Abrishamcar
5 and \$45,000 to Plaintiff Kapur are fair and reasonable, considering the relevant factors. Specifically,
6 the Court finds that:

- 7 (a) The two Plaintiffs incurred substantial risks, both financial and otherwise, in
8 commencing and prosecuting a PAGA-only suit for civil penalties;
- 9 (b) The two Plaintiffs spent significant time and effort over ten years of litigation to
10 advance the enforcement goals of PAGA, including testifying multiples times in
11 deposition and testifying in two phases of trial; and
- 12 (c) The two Plaintiffs feared retaliation and experienced personal and professional
13 difficulties in shouldering the responsibilities of service as the named plaintiffs.

14 13. Therefore, the Court approves payment of the service awards from the Gross
15 Settlement Amount, in accordance with the terms of the Settlement.

16 14. The Court approves payment in the amount of up to \$15,000 to the Administrator for
17 Administration Expenses. This amount shall be paid be paid from the Gross Settlement Amount, in
18 accordance with the terms of the Settlement.

19 15. Checks for the Aggrieved Employee PAGA Payments shall be valid for 180 days after
20 issuance. Funds remaining from any checks for Aggrieved Employee PAGA Payments uncashed
21 after 180 days will be disbursed *cy pres* to Bay Area Legal Aid.

22 16. The Court further finds that notice of the settlement is not required to be provided to
23 Aggrieved Employees; however, the Court approves the letter attached hereto as "Exhibit 3," and the
24 Administrator shall distribute the letter to Aggrieved Employees at the same time that it distributes
25 the Aggrieved Employee PAGA Payments.

26 17. Plaintiffs are directed to submit a copy of this Order and Judgment to the LWDA in
27 conformity with California Labor Code § 2699, subd. (1)(3).
28

1 **JUDGMENT**

2 **THE COURT NOW ORDERS AND ADJUDGES AS FOLLOWS:**

3 18. IT IS HEREBY ORDERED in accordance with the Settlement that upon the
4 Settlement's Effective Date, Plaintiffs, on behalf of the State of California, releases and discharges
5 the Released Parties from the Released PAGA Claims as set forth in paragraph 5.1 of the Settlement.
6 The period of the Released PAGA Claims shall be for the PAGA Release Period, *i.e.* July 24, 2014
7 to May 31, 2018.

8 19. IT IS HEREBY ORDERED that final judgment be entered on the PAGA claims
9 asserted in the First Amended Complaint in accordance with the terms of the Settlement and this
10 Order.

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

14 21. Within thirty days of the check void date, the Parties are directed to file a joint status
15 report attaching the Administrator's compliance declaration. If based on the joint status report the
16 Court is satisfied that the appropriate payments have been made, the Court will close this case.

17 22. This Order of Approval and Judgment is final for purpose of appeal and the Clerk is
18 hereby directed to enter judgment thereon.

19
20 **IT IS SO ORDERED AND ADJUDGED.**

Electronically

SIGNED

By /s/ Healy, Nicole

05/29/2025

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22 Dated: _____, 2025

23 Hon. Nicole S. Healy
24 Judge of the Superior Court
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