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Superior Court of CA
County of Santa Clara
19CV353132
By: fbryant

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

Case No. 19CV353132

IN RE HPE ENTERPRISES SERVICES-DXC
TECHNOLOGY CO. MERGER LITIGATION

**ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
THE CLASS ACTION SETTLEMENT;
GRANTING PLAINTIFFS' MOTION
FOR ATTORNEYS' FEES, COSTS,
AND PLAINTIFFS' SERVICE
AWARDS**

This consolidated class action arises from alleged misrepresentations and omissions in the offering materials issued in connection with an April 2017 transaction for Defendant Hewlett Packard Enterprise Company ("HPE"). The transaction occurred when HPE's Enterprise Services business segment was spun off and merged with Computer Sciences Corporation, Inc. ("CSC") to form Defendant DXC Technology Company ("DXC") (the "Merger").

Before the Court is (1) Plaintiffs' motion for final approval of class action settlement; and (2) Plaintiffs' motion for attorneys' fees and costs, which are both unopposed. As discussed below, the Court GRANTS the motions.

I. BACKGROUND

In the operative SAC, Plaintiffs allege that the Offering Materials misrepresented the nature, extent, and severity of the incoming management team's touted \$1 billion "workforce

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1 optimization” plan, characterizing it as targeting “duplicative” employees to “optimize” the
2 Company’s workforce, “improve execution in sales performance, enhance . . . [the Company’s]
3 ability to provide value to its customers through a broader range of resources and expertise,”
4 “retain” workers “with the skills necessary to serve their customers,” and thereby achieve billions
5 in “synergies” and increased goodwill. (SAC, ¶ 4.) But rather than “cutting \$1 billion worth of
6 duplicative employees, Defendants planned a \$2.7 billion mass layoff of DXC’s older, most
7 essential and experienced employees, offloading their higher salaries to inflate reported earnings
8 ahead of tens of millions of dollars in insider sales.” (*Id.*, ¶ 5.) “[O]ver the months and years
9 following the Merger, the consequences of the undisclosed mass layoff plan were predictable: an
10 impaired workforce without the experience, know-how, capabilities, and customer relationships
11 necessary to effectively service, maintain and develop DXC’s business.” (*Id.*, ¶ 6.) This
12 ultimately resulted in an over 50 percent decline in the value of DXC shares from the time of the
13 Merger. (*Id.*, ¶ 17.)

14 In an effort to cure the deficiencies identified in the FAC, Plaintiffs allege that “[a]s
15 former DXC employees would later admit, the actual plan and its undisclosed nature and severe
16 risks were discussed among Company executives before the Merger. Ahead of the Merger,
17 particular senior (i.e., over-40) employees had already been marked for termination, and
18 Defendants had already retained a consulting firm to begin executing the planned mass layoff of
19 older, higher paid employees immediately after the Merger. Indeed, within days of the Merger
20 close, Defendants began disproportionately terminating older, more experienced (but in truth
21 essential) employees *en masse*.” (SAC, ¶ 9.)

22 A. Age-Targeted Layoffs at CSC/HPE

23 Plaintiffs allege that the age-targeted layoff plan for DXC was a continuation of the
24 approach of both CSC and HPE prior to the merger. The Equal Employment Opportunity
25 Commission filed a lawsuit against CSC in December 2020 alleging that between 2012 and
26 2014, CSC—under its CEO, Defendant Michael Lawrie—engaged in a nation-wide pattern or
27 practice of discharging employees aged 40 and over because of their age. (SAC, ¶ 33.) The
28 lawsuit resulted in a \$700,000 settlement and a two-year consent decree requiring DXC, as

1 CSC's parent company, to review and revise layoff procedures to ensure compliance with federal
2 laws protecting older workers. (*Id.*, ¶ 34.) But according to Plaintiffs, "[i]t is clear that
3 Defendant Lawrie brought this same ageist, cost-cutting strategy to the Merger in 2017." (*Ibid.*)

4 Similarly, Defendant Margaret C. Whitman, the CEO of HPE, "was also personally
5 involved in developing the discriminatory age- and quota-driven mass layoff plans implemented
6 at both HPE and DXC. Across an array of analyst calls and public interviews, Defendant
7 Whitman candidly admitted this objective when discussing the need to change the company's
8 'labor diamond' into a 'labor pyramid' or a 'quite flat triangle' with large numbers of young
9 people at its base." (SAC, ¶ 43; see also *id.*, ¶¶ 44–46.) "Defendant Whitman's candid
10 admissions have formed the basis of numerous discrimination lawsuits against HPE and DXC
11 before and since the Merger." (*Id.*, ¶ 47.)

12 Plaintiffs allege that several HPE or DXC employees over the age of 40 have filed age
13 discrimination lawsuits arising from their termination following the Merger, several of whom
14 claim younger employees in their groups were not targeted or that their position was filled by a
15 younger employee rather than eliminated. (SAC, ¶ 73(a)–(j).) Plaintiffs also include similar
16 allegations about age discrimination lawsuits filed by HPE or CSC employees terminated *before*
17 the Merger. (See *id.*, ¶ 73(k)–(p), ¶ 74.) And they state that the complaint in a class action
18 lawsuit against HPE, *Forsyth, et al. v. HP Inc., et al.* (ND. Cal., Civil Case No. 16-cv-04775-
19 EJD), alleges that "the number of employees over 40 years old who were terminated pursuant to
20 a workforce reduction plan from November 2015 to the present, ranges in the hundreds or
21 thousands for California alone." (*Id.*, ¶ 75.) "A preliminary statistical analysis of workforce
22 reduction forms provided to HPE employees shows that older employees were significantly more
23 likely to be terminated than younger employees...." (*Id.*, ¶ 76.)

24 Plaintiffs further allege "by these and other former DXC employees - across an array of
25 age discrimination, employment class action, and other lawsuits filed in the wake of the Merger -
26 DXC's workforce reduction plan was in truth a scheme to terminate older, more experienced,
27 higher paid employees in favor of younger, less experienced, and thus lower paid employees, all
28

1 to dramatically cut salaries and other overhead and expenses in the short term regardless of the
2 foreseeably severe and negative impact on operations and revenue going forward.” (SAC, ¶ 77.)

3 **B. DXC’s Layoff and Hiring Policies and Practices**

4 Plaintiffs allege “DXC couched the layoffs as occurring on an ostensibly ‘rolling basis’
5 as purportedly laying off employees on a neutral basis. But, in truth, the companywide plan
6 specifically and disproportionately targeted for termination DXC employees who were 40 years
7 of age or older, not only a protected class under federal law, but also the employees with the
8 experience and customer relationships necessary to service existing clients and business.” (SAC,
9 ¶ 78.) “HPE and DXC used uniform, near-verbatim paperwork when terminating older
10 employees, who all received the same vaguely worded, boilerplate reasons for being terminated,
11 regardless of which entity they worked for after the Merger.” (*Id.*, ¶ 79.) “Upon termination,
12 many positions were temporarily eliminated. But even when a terminated employee’s specific
13 job title or position was not eliminated, those positions were staffed with new, younger hires at
14 both entities.” (*Ibid.*)

15 Internal DXC documentation reflects that “DXC placed an emphasis on retaining and
16 attracting as many ‘millennial’ generation employees while terminating or retiring employees
17 from the older generations.” (SAC, ¶ 80.)

18 When carrying out the undisclosed mass layoff plan, senior management at DXC
19 provided managers throughout the country with two simultaneous orders:

20 (1) terminate a specific number of employees, called “slates,” pursuant to the
21 layoff plan; and (2) hire a specific number of requisitions (“reqs”) to replace
22 them, focusing on new, younger hires. The issuance of these “slates” and “reqs”
23 followed a distinct pattern: an upper-level manager would order a subordinate
24 manager to lay off a designated number of experienced, older, tenured “LT”
25 (meaning “long-term” or “longtailed”) employees, while simultaneously
26 providing that manager a similar number of new “reqs” authorizing the hiring of
27 recent “graduate” or “early career” employees to replace those just fired.
28

1 (SAC, ¶ 81; see also *id.*, ¶¶ 93–96 [describing DXC’s policies concerning “graduate”/“early
2 career” hiring].)

3 [T]he employees selected to be terminated pursuant to the plan are initially and
4 nominally recommended by managerial employees to DXC’s human resource
5 department. The selections are then evaluated by a human resources generalist to
6 assure the selection is the “right fit” for termination, meaning the selection
7 conforms with Defendants’ explicit (yet undisclosed) directive to terminate older,
8 more expensive employees while retaining younger, cheaper employees. These
9 selections are not based on merit, performance, “optimization” for operational
10 effectiveness, or redundancy. Rather, the selections are age- and quota-based,
11 such that as long as the selected employee is old enough (over 40), then the
12 human resource department approves the selection and notifies the Workforce
13 Management Team to prepare the proper paperwork to be delivered to the
14 selected employee by his or her manager(s). Conversely, if the selection happens
15 to be too young (i.e., under 40), then the manager or managers are directed to
16 select another employee.

17 (SAC, ¶ 82.)

18 “In the wake of the Merger, of all employees terminated by DXC, the rate of employees
19 terminated who were age-protected (i.e., age 40 or older) often exceeded 85%.” (*Id.*, ¶ 83.)
20 “HPE and DXC also implemented bans on hiring employees who were terminated pursuant to
21 any layoff implemented by an HP-related entity. In other words, DXC effectively ‘blacklisted’
22 employees who were terminated under a mass layoff plan of any HP-related company.” (*Id.*, ¶
23 86.) “This blacklisting policy was implemented even though both HPE and DXC claimed to
24 have a ‘60 Day Preferential Rehire Period’ during which those terminated under the layoff plan
25 were encouraged to apply for new positions within either HPE or DXC (both before and after the
26 name change and spin-off).” (*Ibid.*) These employees were told they would receive preferential
27 hiring status for 60 days following their termination, but for older employees this was “a farce”
28 in practice. (*Ibid.*) Both DXC and HPE also implemented nearly the same phased retirement

1 program and similar retirement policies to strongly encourage older employees to leave the
2 company. (*Id.*, ¶¶ 88–89.)

3 C. Pre-Merger Plans

4 In the SAC, Plaintiffs allege the age-targeted layoffs were a continuation of both CSC
5 and HPE’s prior practices and their evidence that the age-targeted layoff plan pre-dated the
6 Merger is essentially unchanged from the FAC. According to Plaintiffs, “[t]hat the plan for mass
7 layoffs targeting experienced employees was in place well before the Merger is demonstrated by,
8 *inter alia*, how quickly after the Merger those layoffs went into effect.” (SAC, ¶ 111.) Older,
9 essential employees began to be laid off immediately after the Merger, and decisions about who
10 to lay off had been made before the Merger closed. (*Id.*, ¶ 113.) A management consulting firm
11 was retained by the Company to assist with its layoff plans, and its representatives were
12 deployed immediately after the Merger. (*Ibid.*) For example, at McKinsey & Co.’s suggestion,
13 DXC eliminated numerous senior-level employees in Global Delivery with client-specific
14 specialized skills formed during long-term relationships with DXC customers. (*Id.*, ¶ 114.) The
15 termination of these employees was based on age and cutting salaries, not merit or redundancy,
16 and thus predictably resulted in significant customer complaints and loss. (*Ibid.*)

17 Plaintiffs’ claims are brought under: (1) Section 11 of the Securities Act of 1933 (against
18 all Defendants); (2) section 12(a)(2) of the Act (against all Defendants); and (3) section 15 of the
19 Act (against all Defendants). On August 8, 2022, the Court (Hon. Kulkarni) issued its order,
20 which sustained Defendants demurrer to Plaintiffs first amended complaint with leave to amend.
21 On January 23, 2023, the Court (Hon. Kulkarni) issued its order, which overruled Defendants’
22 demurrer to the operative SAC.

23 On May 2, 2024, the Court issued its order, which granted Plaintiffs’ motion for class
24 certification. On June 24, 2025, the Court issued its order, which granted the motion for
25 judgment on the pleadings, in part and denied it, in part. On December 15, 2025, the Court (Hon.
26 Adams) issued its order, which granted Plaintiffs’ motion for preliminary approval of class
27 action settlement.
28

1 Now Plaintiffs seek an order finally approving the class action settlement and approving
2 the Plan of Allocation of settlement proceeds.

3 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

4 **A. Class Action**

5 Generally, “questions whether a [class action] settlement was fair and reasonable,
6 whether notice to the class was adequate, whether certification of the class was proper, and
7 whether the attorney fee award was proper are matters addressed to the trial court’s broad
8 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
9 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
10 260.)

11 In determining whether a class settlement is fair, adequate and reasonable, the
12 trial court should consider relevant factors, such as the strength of plaintiffs’ case,
13 the risk, expense, complexity and likely duration of further litigation, the risk of
14 maintaining class action status through trial, the amount offered in settlement, the
15 extent of discovery completed and the stage of the proceedings, the experience
16 and views of counsel, the presence of a governmental participant, and the reaction
17 of the class members to the proposed settlement.

18 (*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

19 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
20 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
21 168 Cal.App.4th 116, 130 (*Kullar*.) But the trial court is free to engage in a balancing and
22 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
23 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
24 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
25 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
26 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
27 marks omitted.) The trial court also must independently confirm that “the consideration being
28 received for the release of the class members’ claims is reasonable in light of the strengths and

1 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
2 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
3 “provided with basic information about the nature and magnitude of the claims in question and
4 the basis for concluding that the consideration being paid for the release of those claims
5 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

6 **C. Terms and Administration of Settlement**

7 The non-reversionary gross settlement amount is \$47,500,000. The net settlement
8 amount will be the gross settlement amount minus the cost of: the notice; all costs associated
9 with the administration of the settlement; taxes and tax expenses; attorneys’ fees (which will not
10 exceed one-third of the gross settlement amount) and expenses of up to \$1,200,000; and any
11 service awards for Plaintiffs. The net settlement amount will be allocated to members of the
12 “Class,” which is defined as “all Persons who acquired DXC common stock in direct exchange
13 for CSC securities in the April 1, 2017 Merger Exchange.”¹ The funds will be distributed in
14 accordance with the Plan of Allocation, which will equitably distribute the net settlement fund
15 among Class Members based on a recognized loss formula calculated for each share of DXC
16 common stock acquired in the April 1, 2017 Merger Exchange.² Class Members had until April
17 6, 2026, to submit a “Proof of Claim” form, which allowed the settlement administrator, Verita
18 Global, LLC (“Verita”) to determine the validity of the claims. If there is any balance remaining
19 in the net settlement fund after a reasonable period of time from the date of distribution, Lead
20 Counsel will consult with Verita. If it is economically feasible to do so, the balance will be
21 reallocated among Class Members until Lead Counsel determines it is not economically
22 reasonable to do so. Any balance remaining after that will be transmitted to the Council of
23 Institutional Investors.

25 ¹ Defendants and their families; the officers, directors, and affiliates of Defendants, at all relevant times;
26 members of Defendants’ immediate families and their legal representatives, heirs, successors, or assigns; and any
27 entity in which Defendants have or had a controlling interest are all excluded from the Class.

28 ² This calculation is not intended to estimate the amount a Class Member might have been able to recover
after trial, but rather it is a basis upon which to proportionately allocate that net settlement fund among authorized
claimants.

1 In exchange for settlement, Class Members who do not opt out will release:
2 [A]ny and all claims, demands, losses, rights, liability, and causes of action of
3 every nature and description whatsoever, asserted or unasserted, including
4 Unknown Claims as defined below, whether arising under federal, state, local,
5 common, statutory, administrative, or foreign law, or any other law, rule, or
6 regulation, at law or in equity, whether fixed or contingent, whether foreseen or
7 unforeseen, whether accrued or unaccrued, whether liquidated or unliquidated,
8 whether matured or unmatured, whether direct, representative, class, or individual
9 in nature, that either were or could have been asserted in this Action, or could be
10 in the future asserted in any forum, arising out of, relating to, or in connection
11 with (a) the acquisition of DXC common stock in the April 1, 2017 Merger
12 Exchange, and (b) the allegations, acts, facts, transactions, events, matters,
13 occurrences, disclosures, filings, representations, or omission that were or could
14 have been involved, set forth, alleged, or referred to by Plaintiffs and all other
15 members of the Class in this Action.

16 The notice period has now been completed. Ross Murray ("Murray"), a Vice President
17 with Verita submitted a declaration in support of the motion. On January 5, 2026, Verita sent the
18 Claim Package to 10,842 potential Class Members; to 256 brokerages, custodial banks, and other
19 institutions that hold securities in "street name" as nominees for the benefit of their customers
20 who are the beneficial owners of the securities; to the United States Securities and Exchange
21 Commission's ("SEC") list of active brokers and dealers at the time of mailing; and 333
22 registered electronic filers who are qualified to submit electronic claims. Verita also caused
23 copies of the claim package to be published by the Depository Trust Company ("DTC") on the
24 DTC Legal Notice System. The Summary Notice was also transmitted over *Business Wire* and
25 published in *The Wall Street Journal* on January 15, 2026.

26 Verita received 12 responses from the outreach efforts which included files with 1,720
27 names and addresses, and 164 email addresses. 21 institutions requested 60,040 claims packages
28 for forwarding directly to their clients. It has mailed 143 claims packages for which new

addresses were identified. It has received 8 requests for claims packages from potential Class Members. As of May 6, 2026, Verita has sent a total of 77,919 claims packages to potential class members and nominees. One institution reported that it anticipated sending 7,044 claims packages to potential Class Members.

The deadline to submit a proof of claim was April 6, 2026, and as of the date of Murray's declaration, Verita received 89,321 claims. 15 investors requested exclusion from the Class.³ The deadline to respond was May 21, 2026, and as of the date of Murray's supplemental declaration (June 2, 2026), Verita has received 0 objections and 0 requests for exclusion.

At the preliminary approval, the Court found that the Plan of Allocation to be acceptable and that the proposed settlement provides a fair and reasonable compromise to Plaintiffs' claims. It finds no reason to depart from these findings now, especially considering that there are no objections. Therefore, the Court finds that the Settlement is fair and reasonable for the purposes of final approval.

III. MOTION FOR ATTORNEYS' FEES, COSTS, AND PLAINTIFFS' SERVICE AWARD

Lead Counsel seeks a fee award of \$15,833,333.33 or one-third of the gross settlement amount, which is not an uncommon contingency fee in a wage and hour class action. Lead Counsel provides a lodestar figure of \$25,819,788 based on 32,621 hours of work at billing rates ranging from \$250 to \$1,400, resulting in a negative multiplier of 0.613. This is well below the range of multipliers that courts typically approve. (See *Wershba*, *supra*, 91 Cal.App.4th at p. 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases and citing the court's own survey of large settlements funding a range of 0.6-19.6, with most (20 to 24, or 83%) from 1.0-4.0 and a bare majority (13 of 24, or 54%) in the 1.5-3.0 range"].)

³ The request for exclusion was received in response to the class certification notice.

1 “While the percentage method has been generally approved in common fund cases,
2 courts have sought to ensure the percentage fee is reasonable by refining the choice of a
3 percentage or by checking the percentage result against the lodestar-multiplier calculation.”
4 (*Laffitte v. Robert Half Intern, Inc.* (2016) 1 Cal.5th 480, 495 (*Laffitte*)). Applying the latter
5 approach,

6 [T]he percentage-based fee will typically be larger than the lodestar based fee.
7 Assuming that one expects rough parity between the results of the percentage
8 method and the lodestar method, the difference between the two computed fees
9 will be attributable solely to a multiplier that has yet to be applied. Stated another
10 way, the ratio of the percentage-based fee to the lodestar-based fee implies a
11 multiplier, and that implied multiplier can be evaluated for reasonableness. If the
12 implied multiplier is reasonable, then the cross-check confirms the reasonableness
13 of the percentage-based fee; if the implied multiplier is unreasonable, the court
14 should revisit its assumptions.

15 (*Laffitte, supra*, 1 Cal.5th at p. 496, quoting Walker & Horwich, *The Ethical Imperative of a*
16 *Lodestar Cross-check: Judicial Misgivings About “Reasonable Percentage” Fees in Common*
17 *Fund Cases* (2005) 18 Geo. J. Legal Ethics 1453, 1463.) As described by the California
18 Supreme Court, “[i]f the multiplier calculated by means of a lodestar crosscheck is
19 extraordinarily high or low, the trial court should consider whether the percentage used should be
20 adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not
21 necessarily required to make such an adjustment.” (*Laffitte, supra*, 1 Cal.5th at 505.)

22 Here, the multiplier sought by Lead Counsel is well below what is typically awarded by
23 California courts and it is supported by the percentage cross-check and Lead Counsel’s
24 declarations. Thus, the Court finds Lead Counsel’s requested fee award is reasonable.

25 Lead Counsel also seeks \$957,641.18 in litigation costs, which is below the \$1,200,000
26 allowed for in the Settlement. The request is supported by Lead Counsel’s declaration. This
27 amount is reasonable and thus, it is approved.

1 Plaintiffs McLees and Pension Plan each request a Class Representative service payment
2 of \$15,000.

3 The rationale for making enhancement or incentive awards to named plaintiffs is
4 that they should be compensated for the expense or risk they have incurred in
5 conferring a benefit on other members of the class. An incentive award is
6 appropriate if it is necessary to induce an individual to participate in the suit.
7 Criteria courts may consider in determining whether to make an incentive award
8 include: 1) the risk to the class representative in commencing suit, both financial
9 and otherwise; 2) the notoriety and personal difficulties encountered by the class
10 representative; 3) the amount of time and effort spent by the class representative;
11 4) the duration of the litigation and; 5) the personal benefit (or lack thereof)
12 enjoyed by the class representative as a result of the litigation. These "incentive
13 awards" to class representatives must not be disproportionate to the amount of
14 time and energy expended in pursuit of the lawsuit.

15 (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal
16 punctuation and citations omitted.) Incentive awards are particularly appropriate where a plaintiff
17 undertakes a significant reputational risk in bringing an action against an employer. (*Covillo v.*
18 *Specialty's Café* (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29.)

19 Plaintiff McLees states he spent approximately 50 hours on this litigation, which includes
20 communicating with his attorneys; gathering documents and information; participating in
21 discovery; preparing and sitting for his deposition; and reviewing documents. (McLees
22 Declaration in Support of Plaintiff's Motion for Preliminary Approval ("McLees Decl."), ¶ 4.)
23 He further states that he considered the personal and financial risk of participating in this action.
24 (McLees Decl., ¶ 5.)

25 Dwight Mattingly submitted a declaration in support of Pension Plan's request. He states
26 that as Chairman of Palm Tran, he spent significant time communicating with his lawyers about
27 the facts and the law related to this case, including the requirements associated with Palm Tran's
28 service as a named plaintiff and Class Representative. (Mattingly Declaration in support of

1 Plaintiffs' Motion for Preliminary Approval ("Mattingly Decl."), ¶ 2.) He participated in this
2 action at every stage, which included reviewing drafts of court filings; assisting counsel with
3 discovery responses; and providing input on important decisions. (Mattingly Decl., ¶¶ 3-4.) He
4 states he spent approximately 40 hours on the instant action.

5 The Court finds Plaintiffs are entitled to a service award and the amounts requested are
6 reasonable. Accordingly, Plaintiffs' request for their respective service award is granted.

7 **IV. CONCLUSION**

8 In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND
9 DECREED THAT:

10 Plaintiffs' motion for final approval is GRANTED.

11 Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc.,
12 § 668.5.) Plaintiff and the members of the Class will take from the operative complaint only the
13 relief set forth in the settlement agreement and this order and judgment. Pursuant to Rule
14 3.769(h) of the California Rules of Court, the Court will retain jurisdiction over the parties to
15 enforce the terms of the settlement agreement and the final order and judgment.

16 The Court sets a compliance hearing for May 6, 2027 at 2:30 P.M. in Department 22. At
17 least ten court days before the hearing, class counsel and the settlement administrator shall
18 submit a summary accounting of the net settlement fund identifying distributions made as
19 ordered herein; the number and value of any uncashed checks; amounts remitted pursuant to
20 Code of Civil Procedure section 384, subdivision (b); the status of any unresolved issues; and
21 any other matters appropriate to bring to the Court's attention. Counsel shall also submit an
22 amended judgment as described in Code of Civil Procedure section 384, subdivision (b).

23 Counsel may appear at the compliance hearing remotely. *Plaintiffs' motion for*

24 *attorneys' fees and costs, including interest on both*
25 *amounts at the same rate and*
26 *period as earned on the settlement fund*
27 *is*
28 *GRANTED.*

Date: 6-11-26

(until paid)

Beth McGowen
BETH MCGOWEN
Judge of the Superior Court