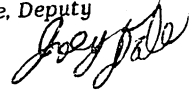


**FILED**

JAN 11 2023

JAMES M. KIM, Court Executive Officer  
MARIN COUNTY SUPERIOR COURT  
By: J. Dale, Deputy



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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR COUNTY OF MARIN**

11 EKATERINA NETSVETAYEVA and  
12 VALERIE BUTLER, individually, on behalf of  
13 the State of California, as private attorney  
14 generals, and on behalf of all Aggrieved  
15 Employees,

16 **PLAINTIFFS,**

17 v.

18 AUTODESK, INC., a California Corporation;  
19 DOES 1 to 50, inclusive,

20 **DEFENDANT.**

Case No. CIV2200451

21   
22 **[PROPOSED] ORDER GRANTING FINAL  
23 APPROVAL AND JUDGMENT**

24 Date: January 11, 2023  
25 Time: 1:30 p.m.  
26 Dept.: B  
27 Judge: Hon. James T. Chou

1 On January 11, 2023, the Court held a hearing on Plaintiffs Ekaterina Netsvetayeva's and Valerie  
2 Butler's ("Plaintiffs") Motion for Final Approval of Class Action Settlement between Plaintiffs and  
3 Defendant Autodesk, Inc. ("Defendant") (collectively, the "Parties"), and Plaintiffs' Motion for  
4 Attorneys' Fees and Costs.

5 Due and adequate notice having been given to the Settlement Class, and the Court having  
6 considered the Settlement Agreement of Class Action and Private Attorneys General Act Claims (the  
7 "Settlement Agreement" or "Settlement"), all of the legal authorities and documents submitted in support  
8 thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the  
9 proposed settlement, and having reviewed the record in this litigation, and good cause appearing, it is  
10 hereby ORDERED, ADJUDGED, and DECREED:

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the  
12 "Order") shall have the same meanings given as those terms are used and/or defined in the Parties'  
13 Settlement Agreement.<sup>1</sup>

14 2. The Court finds that the Parties have complied with the terms of the Preliminary Approval  
15 Order entered on August 17, 2022.

16 3. The Court has personal jurisdiction over the Parties to this litigation and subject matter  
17 jurisdiction to approve this Settlement and all exhibits thereto.

18 4. For settlement purposes only, the Court finally certifies the Class, as defined in the  
19 Agreement and as follows:

20 *"all current and former employees of Autodesk employed in California during the Settlement Class*  
21 *Period who were subject to stay-at-home orders and/or whose offices were closed due to COVID-*  
22 *19 for at least one pay period during the Settlement Class Period and did not receive a fully paid*  
23 *wireless internet device for work purposes."*

24 5. The Court deems this definition sufficient for the purpose of California Rule of Court  
25 3.765(a) and for the purpose of effectuating the Settlement.

26 6. The Court finds that an ascertainable class of 2,397 Class Members exists and a well-

27 \_\_\_\_\_  
28 <sup>1</sup> A copy of the Settlement Agreement is in the Court record as Exhibit A to the Declaration of Crag J. Ackermann in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and is made a part of this Order.

1 defined community of interests exists in the questions of law and fact involved because in the context of  
2 the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the  
3 Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and  
4 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and  
5 protected the interest of the Class Members.

6 7. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement  
7 Administrator, completed the distribution of Class Notice. The Class Notice informed 2,411 individuals  
8 on the original class list of the Settlement terms, their rights to do nothing and receive their settlement  
9 share, their rights to submit a request for exclusion, their rights to comment on or object to the Settlement,  
10 and their rights to appear at the Final Approval Hearing, and be heard regarding approval of the Settlement.  
11 Adequate periods of time to respond and to act were provided by each of these procedures.

12 8. Notice of the Proposed Settlement of Class Action was thus provided to the Settlement  
13 Class, as set forth in the Settlement Agreement. The form and manner of notice were approved by the  
14 Court in its Preliminary Approval Order, and the notice process has been completed in conformity with  
15 the Court's Order. The Court finds that said notice was the best notice practicable under the circumstances  
16 and fully satisfied the requirements of California Code of Civil Procedure 382, California Rules of Court  
17 3.766 and 3.769, and due process.

18 9. Not a single Class Member filed or submitted a written objection to the Settlement as part  
19 of this notice process.

20 10. Fourteen potential Class Members opted out of the Settlement on a timely basis. The  
21 fourteen individuals are not subject to the class release of claims, and they will not receive individual  
22 settlement awards. However, they will receive their pro rata portion of the PAGA penalties, if applicable.

23 11. The Court hereby approves the terms set forth in the Settlement Agreement, including the  
24 \$475,000.00 gross settlement amount, and finds that the Settlement Agreement is, in all respects, fair,  
25 adequate, and reasonable, consistent and compliant with all applicable requirements of the California Code  
26 of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the  
27 California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and  
28 Class Members. The Court directs the Parties to effectuate the Settlement Agreement according to its

1 terms, and declares this Settlement Agreement to be binding on all Participating Class Members. The  
2 Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive  
3 arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation  
4 and research, and their attorneys were able to reasonably evaluate their respective positions. The Court  
5 further finds that the allocation of PAGA penalties is fair and reasonable under the circumstances.

6 12. The Court directs the Parties and the Settlement Administrator to effectuate the Settlement  
7 Agreement according to its terms and declares the Settlement Agreement to be binding on all Settlement  
8 Class Members.

9 13. The Court finds that the Settlement Agreement has been reached as a result of informed  
10 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted  
11 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective  
12 positions.

13 14. The Court also finds that Settlement now will avoid additional and potentially substantial  
14 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,  
15 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed  
16 by continued litigation, the Court concludes that Class Counsel secured significant relief for Settlement  
17 Class Members.

18 15. Neither the making of, nor the entry into, the Settlement Agreement is an admission by  
19 Defendant, nor is this Judgment a finding of validity of any claim in the Lawsuit or of any wrongdoing.  
20 The Settlement Agreement is not a concession, and shall not be used as an admission of wrongdoing or  
21 fault. Carrying out the terms of the Settlement Agreement may not be construed as an admission or  
22 concession by or against Defendant or any related person or entity, including any of the Released Parties.

23 16. The Court confirms Ekaterina Netsvetayeva and Valerie Butler as class representatives and  
24 finds them to be adequate.

25 17. The Court confirms Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef,  
26 P.C. as Class Counsel, and finds each of them to be adequate, experienced, and well-versed in similar  
27 class action litigation.

28 18. The terms of the Agreement, including the gross settlement amount of \$475,000.00, and

1 the individual Settlement shares, are fair, adequate, and reasonable to the Settlement Class Members and  
2 to each Settlement Class Member, and the Court grants final approval of the Settlement set forth in the  
3 Agreement, subject to this Order. The Court approves the following allocations, which fall within the  
4 ranges stipulated by and through the Settlement Agreement:

- 5 a. The **\$18,500.00** designated for payment to CPT Group, Inc., the Settlement Administrator,  
6 is fair and reasonable. The Court grants final approval of, and orders the Parties to make,  
7 the payment to the Settlement Administrator in accordance with the Agreement.
- 8 b. The **\$158,333.33** requested by Plaintiffs and Class Counsel for the Class Counsel's  
9 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The  
10 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be  
11 made in accordance with the Agreement.
- 12 c. The Court awards **\$3,143.66** in litigation costs, an amount which the Court finds to be  
13 reflective of the reasonable costs incurred. The Court grants final approval of, and orders  
14 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance  
15 with the Agreement.<sup>2</sup>
- 16 d. The **\$7,500.00** requested by Plaintiff Butler and **\$5,000.00** requested by Plaintiff  
17 Netsvetayeva for their Named Plaintiff Enhancement Payments are fair and reasonable.  
18 The Court grants final approval of, and orders the Named Plaintiff Enhancement Payments  
19 to be made in accordance with the Agreement.
- 20 e. The Court grants final approval of the **\$47,500.00** PAGA payment 75% of which (i.e.,  
21 **\$35,625.00**) shall be paid to the LWDA and orders the payment to be made in accordance  
22 with the Agreement.

23 19. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights  
24 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case  
25 if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement  
26 is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiffs have asked  
27

28 <sup>2</sup> The Settlement Agreement contemplates litigation cost reimbursement in the amount of \$10,000 but Class Counsel is only seeking reimbursement of their actual costs incurred in the amount of \$3,143.66.

1 the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the  
2 Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the  
3 subsequent Court Judgment is a finding that certification of the Class is proper for any purpose or  
4 proceeding other than for settlement purposes.

5 20. By operation of this Judgment, the Settlement Class Members, other than Settlement Class  
6 individuals who timely requested exclusion from the Settlement Class as defined in the Settlement  
7 Agreement, have released the Released Parties from any and all class claims released in the Settlement  
8 Agreement, which include any and all claims the Settlement Class Members may have against Defendant  
9 and/or the Released Parties that arise out of or arise in connection with the claims and facts alleged in the  
10 Lawsuit, and any claims which could have been asserted in the Lawsuit arising from the alleged facts  
11 and/or primary rights alleged to have been invaded to the fullest extent permitted by law.

12 21. By operation of this Judgment, the PAGA Aggrieved Employees and the State of California  
13 have released the Released Parties from any and all claims under the California Private Attorneys General  
14 Act, Cal. Lab. Code §§ 2698, *et seq.* that were released in the Settlement Agreement, which includes any  
15 and all claims that the PAGA Aggrieved Employees or the State of California may have against  
16 Defendants and/or the Released Parties that arise out of or arise in connection with the claims and facts  
17 alleged in the Lawsuit, and any claims which could have been asserted in the Lawsuit arising from the  
18 alleged facts and/or primary rights alleged to have been invaded to the fullest extent permitted by law.

19 22. This Order and Judgment binds: (1) all Settlement Class Members, except those who timely  
20 requested exclusion; (2) with respect to PAGA claims, the State of California and all PAGA Aggrieved  
21 Employees; and, (3) Plaintiffs are permanently barred from prosecuting against Defendant and the other  
22 Released Parties any and all of Plaintiffs' Released Claims as defined in the Agreement.

23 23. Neither Defendant nor any Released Party shall have any further liability for costs,  
24 expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by  
25 the Settlement Agreement.

26 24. Nothing in this Judgment shall preclude any action to enforce the Parties' obligations under  
27 the Settlement Agreement or under this Judgment, including the requirement that Defendant fund  
28 payments in accordance with the Settlement Agreement.

1           25.    The Parties will bear their own costs and attorneys' fees except as otherwise provided by  
2 this Judgment awarding Class Counsel's attorneys' fees and litigation costs.

3           26.    The Court approves the one hundred eighty (180) day period for cashing of checks. Any  
4 funds associated with stale checks that have not been cashed within one hundred eighty (180) days will  
5 be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law.

6           27.    The Settlement Administrator, within five (5) days of the date of this Order, shall give  
7 notice to the Settlement Class pursuant to Rule 3.771(b) of the California Rules of Court, by posting a  
8 copy of this order and judgment on its website for 60 days.

9           28.    Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for  
10 purposes of implementing the terms of the settlement, such as requiring the filing of a final report on  
11 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement  
12 administration matters, and addressing such post-Judgment matters as may be appropriate under court  
13 rules or applicable law.

14           29.    Plaintiffs or the Settlement Administrator shall file with the Court a report regarding the  
15 status of distribution within sixty (60) days after all funds have been distributed.

16  
17           **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

18  
19 DATED: 01/11/23

20   
21 \_\_\_\_\_  
22 HON. JAMES T. CHOU  
23 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA  
24  
25  
26  
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