



FILED

San Francisco County Superior Court

JUN 10 2025

CLERK OF THE SUPERIOR COURT

By Adria Allen Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 304

JAVIER JIRON, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

WIPRO LIMITED, an India corporation; and
DOES 1 TO 50,

Defendants.

Case No. CGC-23-608621

ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT

Plaintiff Javier Jiron's Motion for Final Approval of Class Action and PAGA Settlement came on for hearing on May 27, 2025. Having considered the papers submitted in support of the motion, including the Settlement Agreement,¹ the arguments of counsel, and the record in this litigation, and good cause appearing, the Court hereby finds and orders:

¹ "Settlement Agreement" or "Agreement" refers to the Class Action and PAGA Settlement Agreement and Class Notice attached as Exhibit 1 to the Declaration of Matthew Haulk filed on May 2, 2025 as amended by the First Amendment to Class Action and PAGA Settlement Agreement and Class Notice attached as Exhibit 2 to the Declaration of Matthew Haulk filed on May 2, 2025 ("Amendments").

1 1. All terms used in this order shall have the same meaning as used and/or defined in
2 the Agreement.

3 2. This Court has personal jurisdiction over all members of the Class and subject
4 matter jurisdiction to approve the Settlement Agreement.

5 3. The Court hereby confirms Plaintiff Javier Jiron as the Class Representative. The
6 Court finds the Class Representative has adequately represented the interests of the Class for
7 purposes of entering into and implementing the Settlement Agreement.

8 4. The Court hereby confirms Matthew A. Haulk and Jose M. Herrera of Haulk &
9 Herrera LLP as Class Counsel. The Court finds Class Counsel has adequately represented the
10 interests of the Class for purposes of entering into and implementing the Settlement Agreement.

11 5. The Court hereby confirms ILYM Group, Inc. as the Settlement Administrator.

12 6. The Court hereby finds the Class satisfies all applicable requirements of Code of
13 Civil Procedure section 382 and certifies the following Class solely for the purpose of settlement:

14 All current and former sales employees who worked for Defendant in
15 California and incurred necessary and reasonable business expenses at
16 any time or times between August 24, 2019 through January 16, 2025,
17 and excluding persons who are currently represented by counsel and
 have a civil action pending, and also excluding any persons who opt-out
 of the class.

18 7. The Court finds the notice procedures implemented pursuant to the Settlement,
19 including the substance of the Class Notice, fully and accurately informed the Class Members of
20 the Settlement Agreement terms, including their right to do nothing and receive their settlement
21 share, request exclusion, comment on or object to the Settlement, appear at the Final Approval
22 Hearing, and be heard regarding approval of the Settlement. The Court further finds the notice
23 was the best notice practicable under the circumstances; was valid, due, and sufficient notice to
24 all settlement Class Members; and complied fully with all applicable laws.

25 8. In response to the Class Notice, no Class Members filed written objections or
26 appeared at the Final Approval Hearing. Two (2) Class Members submitted a request for
27 exclusion. The Settlement Agreement is binding on all Participating Class Members.

28 9. The Court finds that the terms of the Settlement Agreement are, in all respects,

1 fair, adequate, and reasonable, and in the best interests of the Class Members. The Court further
2 finds the settlement embodied in the Settlement Agreement has been reached as a result of
3 informed and non-collusive arm's-length negotiations and is consistent and compliant with all
4 applicable requirements of the Code of Civil Procedure, the California and United States
5 constitutions, including the Due Process clauses, the California Rules of Court, and any other
6 applicable law. The Court hereby orders the settlement finally approved and directs the Parties to
7 effectuate the settlement in accordance with the Settlement Agreement.

8 10. The Court hereby approves the Gross Settlement Amount of \$155,000.

9 11. The Court hereby finds the Individual Class Payments as provided in the
10 Settlement Agreement are fair, adequate, and reasonable. The Court hereby orders payment to
11 participating Class Members, in accordance with the Settlement Agreement.

12 12. The Court further approves the following distributions from the Gross Settlement
13 Amount and orders payment in accordance with the Settlement Agreement:

14 a. The Court finds the request for settlement administration costs in the
15 amount of \$6,000 is fair, appropriate, and reasonable. The Court hereby awards settlement
16 administration costs to ILYM Group, Inc. in the amount of \$6,000.

17 b. The Court finds that Class Counsel's request for attorneys' fees in the
18 amount of \$51,667.67 is fair and reasonable. The Court hereby awards attorneys' fees in the
19 amount of \$51,667.67 to Class Counsel.

20 c. The Court finds that Class Counsel's request for litigation costs in the
21 amount of \$6,796.94 is fair, reasonable, and justified in light of the circumstances of the case.
22 The Court hereby awards Class Counsel \$6,796.94 in litigation costs.

23 d. The Court finds that a Class Representative Service Payment in the amount
24 of \$2,500 to Plaintiff Javier Jiron is fair and reasonable for the work performed and the risks
25 associated with bringing this Action. The Court hereby awards a Class Representative Service
26 Payment in the amount of \$2,500 to Plaintiff Javier Jiron.

27 e. The Court finds that payment to the Labor and Workforce Development
28 Agency ("LWDA") of \$26,250 as its share of the settlement of civil penalties is fair, reasonable,

1 and appropriate.

2 13. The Court orders the Parties to comply with and carry out all terms and provisions
3 of the Settlement Agreement, to the extent that the terms thereunder do not contradict with this
4 Order, in which case the provisions of this Order shall take precedence and supersede the
5 Agreement.

6 14. Effective on the date when Defendant fully funds the Gross Settlement Amount,
7 all Participating Class Members shall be bound by the Settlement Agreement, including the
8 release of claims as set forth therein.

9 15. Neither the settlement nor any of the terms set forth in the Settlement Agreement
10 is an admission by Defendant or any of the other Released Parties. Nor is this Order a finding of
11 the validity of any claims in the Action or of any wrongdoing by Defendant or any of the other
12 Released Parties.

13 16. The Court shall retain jurisdiction to construe, interpret, implement, and enforce
14 the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement
15 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
16 distribution of settlement benefits.

17 17. It shall not be necessary to send notice of entry of this Order or the Judgment to
18 individual Class Members. However, this Order and the Judgment shall be posted on the
19 Settlement Administrator's website as indicated in the Class Notice.

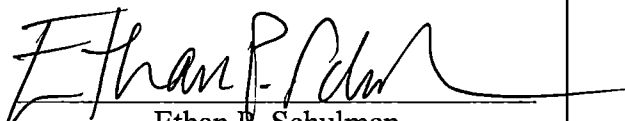
20 18. A Status Conference is set for February 18, 2026 at 9:00 a.m. A status report,
21 accompanied by an admissible evidentiary declaration, must be filed no later than five court days
22 prior to the status conference. The status report shall set forth a summary accounting of the Gross
23 Settlement Amount identifying distributions made as ordered herein, the number of uncashed
24 checks, the total amount and status of residual funds, and the status of any unresolved issues..

25 19. Plaintiff shall submit a copy of this Order to the Labor and Workforce
26 Development Agency within 10 days after entry pursuant to Labor Code section 2699(s)(3).

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IT IS SO ORDERED.

DATED: June 10, 2025


Ethan P. Schulman
Judge of the Superior Court

[A large, sweeping handwritten mark, possibly a signature or a large 'X', spans across the lower half of the page.]

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On June 10, 2025, I electronically served ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **JUN 10 2025**

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk