

EXHIBIT 1

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individually, and on behalf of all others similarly situated

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SANTA CLARA**

13 MICHELLE FINTON, a California resident,
14 and CHAD SMITH, a California resident, on
behalf of themselves and all others similarly
15 situated,

16 Plaintiffs,

v.

17 INTUIT, INC., a Delaware corporation and
18 DOES 1 through 100, inclusive,

19 Defendants.

Case No. 1-12-CV-223023
Hon. Peter H. Kirwan - Dept. 1

CLASS ACTION

[UNOPPOSED]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 19, 2014
Time: 9:00 A.M.
Dept: 1
Judge: Peter H. Kirwan

Filed: April 24, 2012
Trial: None Set

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individually, and on behalf of all others similarly situated

1 This matter came on for hearing on December 19, 2014 at 9:00 a.m. in Department 1 of the
2 above-captioned Court on Plaintiff's Motion for Order Granting Preliminary Approval of Class
3 Action Settlement, Conditional Certification of Class, Approval of Class Notice and Setting of
4 Final Approval Hearing, ("Motion"). The Court, having fully reviewed the unopposed Motion,
5 the supporting memorandum of Points and Authorities and Declarations of Isam C. Khoury, Glenn
6 C. Nunes and Christopher J. Hamner, filed in support thereof, the Stipulation and Settlement
7 Agreement of Class Action Claims ("Settlement Agreement"), the Notice of Class Action
8 Settlement and Claim Form, attached as exhibits to the Settlement Agreement and having
9 carefully analyzed the Settlement Agreement and the proposed Notice of Class Action Settlement,
10 and in recognition of the Court's duty to make a preliminary determination as to the
11 reasonableness of any proposed class action settlement, and if preliminarily determined to be
12 reasonable, to ensure proper notice is provided to all members of the Class ("Class Members") in
13 accordance with due process requirements, and to set a Final Fairness / Approval Hearing to
14 consider the proposed settlement as to the good faith, fairness, adequacy and reasonableness of
15 any proposed settlement, THE COURT HEREBY MAKES THE FOLLOWING
16 DETERMINATIONS AND ORDERS:

17 1. The Court conditionally finds that, for the purposes of approving this settlement only,
18 the proposed Class meets the requirements for certification under section 382 of the California
19 Code of Civil Procedure: (a) the proposed Class is ascertainable and so numerous that joinder of
20 all members of the class is impracticable; (b) there are questions of law or fact common to the
21 proposed Class, and there is a well-defined community of interest among members of the
22 proposed Class with respect to the subject matter of the class action; (c) the claims of the Class
23 Representative are typical of the claims of the members of the proposed Class; (d) the Class
24 Representative has and will fairly and adequately protect the interests of the Members of the
25 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
26 controversy in the context of settlement; and (f) the counsel of record for the Class Representative
27 is qualified to serve as counsel for the him in his own capacity as well as his representative
28 capacity and for the Class;

1 2. The Court finds on a preliminary basis that the Settlement Agreement, attached to
2 the Declaration of Isam C. Khoury as Exhibit “A”, incorporated herein by this reference in full,
3 and made a part of this Order of Preliminary Approval, appears to be within the range of
4 reasonableness of a settlement which could ultimately be given final approval by this Court.

5 3. Further, it appears to the Court on a preliminary basis that: (a) the settlement
6 amount is fair and reasonable to the Class Members when balanced against the probable outcome
7 of further litigation relating to class certification, liability and damages issues and potential
8 appeals; (b) significant investigation, research, formal discovery, and litigation have been
9 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
10 respective positions; (c) settlement at this time will avoid substantial costs, delay and risks that
11 would be presented by the further prosecution of the litigation; and (d) the proposed Settlement
12 has been reached as the result of intensive, serious and non-collusive negotiations between the
13 Parties facilitated by an experienced wage and hour mediator.

14 4. Accordingly, good cause appearing, the Motion for Preliminary Approval of Class
15 Action Settlement is hereby GRANTED, and as a part of said preliminary approval, the Court
16 hereby accepts and incorporates the Settlement Agreement and hereby orders that the Class be
17 conditionally certified for settlement purposes only pursuant to the terms and conditions contained
18 in the Settlement Agreement. For purposes of this Settlement, the Class is defined as follows:

19 “all individuals employed by Intuit Inc. in California at any time during the period
20 from April 24, 2008 through preliminary approval, who (1) were classified as
21 “exempt”; and (2) whose job titles included (a) Systems Engineer, (b) Quality
22 Assurance Engineer, (c) Quality Assurance Analyst, (d) Quality Assurance Systems
23 Engineer, (e) Quality Assurance Software Engineer; (3) who did not hold a Staff-
24 level or higher job level; and (4) who, during any year in the Class Period, did not
25 satisfy the DLSE salary requirements under Labor Code §515.5.”

26 5. The Court further finds that the proposed “Notice of Class Action Settlement”,
27 attached to the Settlement Agreement as Exhibit “1”, fairly and adequately advises Class Members
28 of a) the pendency of the Class Action, b) the conditional certification of the Class for settlement

1 purposes only; c) preliminary Court approval of the proposed Settlement; d) the date of the Final
2 Fairness / Approval Hearing; e) the terms of the proposed Settlement and the benefits available to
3 Class Members thereunder, f) their right to make a claim for their proportional share of the
4 settlement, to request exclusion and the procedures for doing so, and the deadline; g) their right to
5 object to the settlement, procedure for doing so and deadline; and h) their right to file
6 documentation in support of or in opposition to, and to appear in connection with, said hearing.
7 The Court further finds that the class Notice clearly comports with all constitutional requirements,
8 including those of due process.

9 6. Accordingly, good cause appearing, the Court hereby APPROVES the Notice of
10 Class Action Settlement.

11 7. The Court further finds that the mailing to the last known address of Class
12 Members as specifically described within the Settlement Agreement, with measures taken for
13 verification of an address and skip tracing set forth therein constitutes an effective method of
14 notifying Class Members of their rights with respect to the class action and Settlement.

15 Accordingly, it is hereby ORDERED, that

16 A. Rust Consulting, Inc., (“Rust”) be appointed the Settlement Administrator
17 to administer the settlement of this matter as more specifically set forth in the Settlement
18 Agreement;

19 B. The law firm of Cohelan, Khoury & Singer, Hamner Law Offices, LP, and
20 The Nunes Law Group be appointed as Class Counsel.

21 C. Plaintiff Chad Smith be appointed as Class Representative.

22 D. On or before _____, **2015** (30 days after Preliminary
23 Approval), Defendant shall transmit to the Settlement Administrator in a readable, ready to use
24 electronic excel format spreadsheet, a list containing the following information for each Class
25 Member: 1) name, 2) most current mailing address (street, city and zip code) indicated in
26 Defendant’s records, 3) telephone number(s), 4) social security number, 5) dates of employment,
27 positions/titles held during the Class Period, and 6) the number of weeks worked by each member
28 of the Class, (“Class Data List.”)

1 E. On or before _____, **2015** (45 days after entry of preliminary
2 approval), the Settlement Administrator shall mail the Notice of Class Action Settlement, Claim
3 Form, and a pre-printed return envelope, (“Notice Packet”). The exterior of the mailing envelope
4 shall include the following language appearing beneath the Settlement Administrator’s address:

5 **“IMPORTANT LEGAL DOCUMENT-**

6 **YOU MAY GET MONEY FROM A CLASS ACTION**
7 **SETTLEMENT. YOUR PROMPT REPLY IS REQUIRED.”**

8 The Notice Packet shall be mailed by first class, regular U.S. mail, using the most current mailing
9 address information available, with measures taken for updating an address as provided by the
10 terms of the Settlement Agreement;

11 F. On or before _____, **2015** (21 days before the close of the
12 Claims Deadline), the Settlement Administrator will mail a reminder post-card to all members of
13 the Class who have not responded by this date with the return of a Claim Form or written request
14 to be excluded;

15 G. On or before _____, **2015** (7 days before the close of the
16 Claims Deadline), the Settlement Administrator will mail a second reminder post-card to all
17 members of the Class who have not responded by this date with the return of a Claim Form or
18 written request to be excluded;

19 H. On or before _____, **2015** (45 days after mailing of the
20 Notice Packets, (“Claims Deadline”)), Claim Forms must be signed, dated, postmarked, and
21 returned to the Settlement Administrator.

22 I. On or before _____, **2015** (45 days after mailing of the Notice
23 Packets, (“Objection Deadline”)), written objections to the Settlement must be filed with the
24 above-captioned Court, State of California, County of Santa Clara, located at 191 North First
25 Street, San Jose, California 95113, and served on counsel for the Parties. No Class Member shall
26 be entitled to be heard at the Final Approval / Fairness Hearing (whether individually or through
27 separate counsel), or to object to the Settlement, and no written objections or briefs submitted by
28 any Class Member shall be received or considered by the Court at the Final Approval Hearing,

1 unless the written statement of objections and supporting materials are timely filed and served as
2 set forth herein. The date of the postmark on the return mailing envelope shall be the exclusive
3 means used to determine whether an objection and/or intention to appear has been timely
4 submitted. In addition to the written objections, if a Class Member and/or his or her attorney wish
5 to appear and be heard at the Final Approval Hearing, a Notice of Intention to Appear must be
6 filed with the Court and served on all counsel on or before the Objection Deadline. Class
7 Members who fail to file and serve timely written objections in the manner specified above shall
8 be deemed to have waived any objections and shall be foreclosed from making any objection
9 (whether by appeal or otherwise) to the Settlement.

10 J. On or before _____, **2015** (45 days after mailing of the Notice
11 Packets, (“Exclusion Deadline”)), Class Members who wish to exclude themselves from the Class
12 must submit to the Settlement Administrator a written statement (as directed by the Class Notice)
13 requesting exclusion from the Class no later than the Exclusion Deadline. Such written request for
14 exclusion must contain the name, address, telephone number and the last four (4) digits of the
15 social security number of the person requesting exclusion and must be postmarked on or before
16 the Exclusion Deadline.

17 8. IT IS FURTHER ORDERED that the Final Approval / Fairness Hearing shall be
18 held before the undersigned at ____ a.m. on _____, 2015 in Department 1 of the
19 Superior Court for the State of California, County of Santa Clara, located at 191 North First Street,
20 San Jose, California 95113 to consider the fairness, adequacy and reasonableness of the proposed
21 Settlement preliminarily approved by this Order of Preliminary Approval, and to consider the
22 application for a service payment award to the named Plaintiff/Class Representative, for
23 settlement administration expenses and for Class Counsel’s attorneys’ fees and litigation expenses
24 incurred. All briefs and materials in support of an Order Granting Final Approval and
25 Plaintiff’s/Class Representative’s enhancement, Settlement Administration expenses, and
26 attorneys’ fees and litigation costs shall be filed with this Court on or before
27 _____, 2015.

1 9. IT IS FURTHER ORDERED that if for any reason the Court does not execute and
2 file an Order Granting Final Approval, or if the Effective Date of settlement, as defined in the
3 Settlement Agreement, does not occur for any reason whatsoever, the Settlement Agreement and
4 the proposed Settlement that is the subject of this Order, and all evidence and proceedings had in
5 connection therewith, shall be restored without prejudice to the status quo ante rights of the Parties
6 to the litigation, as more specifically set forth in the Settlement Agreement.

7 10. IT IS FURTHER ORDERED that pending further order of this Court, all
8 proceedings in this matter except those contemplated herein and in the Settlement Agreement are
9 stayed.

10 11. The Court expressly reserves the right to adjourn or continue the Final Approval/
11 Fairness Hearing from time to time without further notice to Class Members.

12 IT IS SO ORDERED.

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Date: _____, 2014

Peter H. Kirwan
Judge of the Superior Court