

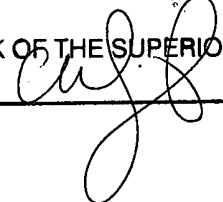


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FILED
ALAMEDA COUNTY

JAN 20 2021

CLERK OF THE SUPERIOR COURT

By  Deputy

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 Class and Collective Members, and Aggrieved Employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF ALAMEDA**

MICHELE MARKS and SHAMAR IRACE,
 individually and on behalf of all others
 similarly situated,

Plaintiffs,

v.

EVERLAW, INC.,
 Defendant.

Case No.: RG20064474

**[PROPOSED] ORDER OF FINAL
 APPROVAL AND JUDGMENT**

Judge: Hon. Brad Seligman

DEPT.: 23

Date: January 5, 2021

Time: 3:00 PM

Reservation No: R-2197473; R-2217672

Date Action Filed: June 11, 2020

1 The Motion for Final Approval of Class and Collective Action Settlement came for a
2 hearing on January 5, 2021 at 1221 Oak Street, Oakland, CA 94612 in Department 21 of this
3 Court. Counsel for the Parties appeared.

4 The Parties have submitted their Settlement Agreement and Release and Addendum to the
5 Settlement Agreement (the "Settlement Agreement"), which this Court preliminarily approved in
6 its August 6, 2020 order (the "Preliminary Approval Order"). In accordance with the Preliminary
7 Approval Order, Settlement Class Members have been given notice of the terms of the Settlement
8 Agreement and the opportunity to comment on or object to the Settlement Agreement, and/or opt
9 out of its provisions.

10 The Court, having received and considered the Settlement Agreement, the supporting
11 papers filed Plaintiffs, and the evidence and argument received by the Court at the Final Approval
12 hearing on January 5, 2021, by means of this order (the "Final Approval Order") the Court grants
13 final approval to the Settlement Agreement, and GOOD CAUSE appearing, HEREBY ORDERS
14 THE FOLLOWING:

15 **Definitions**

16 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
17 Order adopts all defined terms set forth in the Settlement Agreement.

18 **Jurisdiction**

19 2. This Court has jurisdiction over the subject matter of this litigation and all related
20 matters and all state and federal claims raised in this Action and released in the Settlement
21 Agreement, and personal jurisdiction over Everlaw and Settlement Class Members.

22 **Dissemination of Notice to Settlement Class Members**

23 3. Pursuant to the Preliminary Approval Order, the Class Notices were sent by first-
24 class mail and email to all Settlement Class Members at their last known address, as updated by
25 the postal service's National Change of Address database. Settlement Class Members had 60
26 days from issuance of the Notice to submit an Opt-out Statement or to file an Objection.

27 4. None of the Settlement Class Members submitted an Objection and none of the
28 Settlement Class Members submitted an Opt-out Statement.

1 5. The Class Notice fairly, plainly, accurately, and reasonably informed Settlement
2 Class Members of: (1) appropriate information about the nature of this action, the Class
3 definition, the identity of Class Counsel, and the essential terms of the Settlement Agreement,
4 including the plan of allocation and release of claims; (2) appropriate information about the
5 specific amounts to be paid from the Total Settlement Amount for Class Counsel's requested
6 attorneys' fees and costs, Plaintiffs' requested Service Awards, and costs of settlement
7 administration; (3) appropriate information about how Settlement Class Members' individual
8 Settlement Payments will be calculated; (4) appropriate information about this Court's procedures
9 for final approval of the Settlement Agreement, and about Settlement Class Members' right to
10 appear at the Fairness Hearing if they desired; (5) appropriate information about how to object to
11 or opt out of the Settlement; and (6) appropriate instructions as to how to obtain additional
12 information regarding this Action and the Settlement Agreement.

13 6. The Court finds and determines that this notice procedure afforded adequate
14 protections to Settlement Class Members and provides the basis for the Court to make an
15 informed decision regarding approval of the Settlement based on the responses of Settlement
16 Class Members. Notice was accomplished in the manner prescribed by the Settlement
17 Agreement. The Court finds and determines that the notice provided in this case was the best
18 notice practicable, which satisfied the requirements of law and due process under California Code
19 of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769(f), the California and
20 United States Constitutions, and other applicable law.

21 **Certification of Settlement Class and Collective**

22 7. Pursuant to California Code of Civil Procedure § 382, the Court certifies the
23 following Settlement Class for settlement purposes only: Sales Representatives employed by
24 Everlaw in California at any time between September 12, 2015 and April 4, 2020.

25 8. The Court also certifies the following Settlement Collective for settlement
26 purposes only: Sales Representatives employed at Everlaw in California at any time between
27 September 12, 2016 and April 4, 2020.

28 9. Outten & Golden LLP, which the Court previously appointed as Class Counsel,

1 satisfy the adequacy requirements.

2 **Final Approval of the Class and Collective Action Settlement**

3 10. The Court finds the Settlement was entered into in good faith, that the Settlement
4 is fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
5 requirements for final approval under California law, including the provisions of California Code
6 of Civil Procedure § 382 and California Rules of Court, rule 3.769.

7 11. The Settlement is binding on all Settlement Class members. By operation of the
8 entry of this Final Approval Order, upon the Effective Date, except as to such rights or claims as
9 may be created by the Settlement Agreement, each individual Settlement Class Member, on his or
10 her behalf and on behalf of his or her respective current, former and future heirs, spouses,
11 executors, administrators, agents, and attorneys, forever and fully releases the Releasees from the
12 Released California Class Claims.

13 12. By operation of the entry of the Final Approval Order, upon the Effective Date,
14 except as to such rights or claims as may be created by the Settlement Agreement, each
15 Settlement Class Member who cashes a Settlement Check, on his or her behalf, and on behalf of
16 his or her respective current, former and future heirs, spouses, executors, administrators, agents,
17 and attorneys, forever and fully releases the Releasees from the Released Collective Claims.

18 **Total Settlement Amount Allocation and Distribution**

19 13. The Motion for Approval of Attorneys' Fees and Costs is granted. Class Counsel
20 shall be awarded ~~\$308,333.33~~ ^{\$277,500} as attorneys' fees, and \$12,677.25 as litigation costs. These
21 amounts shall be paid to Class Counsel according to the terms of the Settlement Agreement,
22 provided that 10% of the fee award shall be maintained by Class Counsel in a trust account until
23 after the compliance hearing.

24 14. A Service Award of ~~\$10,000.00~~ ^{\$7,500} each to Plaintiffs Michele Marks and Shamar
25 Irace is approved and shall be paid to Plaintiffs pursuant to the terms of the Settlement
26 Agreement.

27 15. Administration costs of \$11,500.00 shall be paid to the Settlement Administrator,
28 Rust Consulting, Inc., pursuant to the terms of the Settlement Agreement.

1 16. No other litigation costs and/or attorneys' fees shall be awarded, either against
2 Everlaw or any related persons or entities or from the award to the Class.

3 17. The Parties are ordered to give notice to all Settlement Class Members in
4 accordance with California Rules of Court, rule 3.771(b).

5 18. If no individual or party appeals this Final Approval Order, the Effective Date of
6 this Settlement will be 61 calendar days after the Final Approval Order is entered.

7 19. Defendant shall pay the Total Settlement Amount into the Qualified Settlement
8 Fund within seven (7) days of the Effective Date. Twenty-eight (28) days after the Effective
9 Date, the Settlement Administrator will mail Settlement Checks to Settlement Class Members,
10 Service Awards to Named Plaintiffs, Settlement Check with Net PAGA Amount to PAGA
11 Members, and the LWDA Payment to the LWDA; and shall wire Costs and 90% of Court-
12 approved Fees to Class Counsel.

13 20. The Settlement Administrator will send reminders via e-mail and First Class
14 United States Mail within sixty (60) days after the initial distribution of checks to Settlement
15 Class Members who have not yet cashed their Settlement Checks reminding them to negotiate
16 their checks prior to the one hundred and eighty (180) day deadline.

17 21. Any portion of the Total Settlement Amount not distributed as per the terms of the
18 Settlement Agreement, including any interest accrued on the Qualified Settlement Fund, and any
19 check not cashed after the expiration of the 180 days following issuance of checks to Settlement
20 Class Members shall be redistributed *pro rata* to Settlement Class Members who cashed a
21 settlement check, or, if redistribution is impractical on the basis that the amount remaining in the
22 Net Fund is similar to or less than the cost of a second distribution, it shall be donated to Centro
23 Legal de la Raza as a *cypres* recipient.

24 22. The Court sets a compliance hearing for May 18, 2021 at 3:00 in Department 23 of
25 this Court. Pursuant to California Code of Civil Procedure § 384, no later than five (5) days
26 before the compliance hearing, the Parties shall file a compliance report specifying the total
27 amount paid to Settlement Class Members, and the residual of unclaimed funds that will be paid
28 to Centro Legal de La Raza, along with a proposed amended judgment. No later than five (5)

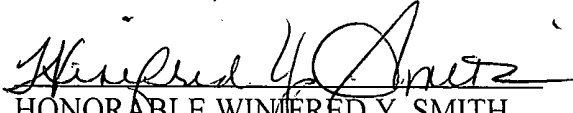
1 court days after receipt of notice of entry of amended judgment, the Parties shall submit the
2 amended judgment to the Judicial Council, pursuant to Code Civ. Proc 384.5 and shall file a proof
3 of service with the Court.

4 23. Notice of entry of final judgment shall be posted on the Settlement Administrator's
5 website in compliance with California Rules of Court, rule 3.771(b).

6 24. The Court hereby enters Judgment in the case. Pursuant to California Rules of
7 Court, rule 3.769(h), the Court shall retain continuing jurisdiction over the Action, the Parties,
8 and the Settlement Class, as well as the administration and enforcement of the terms of the
9 Settlement of this Action to enforce the terms of the Judgment.

10
11 **IT IS SO ORDERED.**

12
13 Dated: January 20, 2021

14 
HONORABLE WINIFRED Y. SMITH
SUPERIOR COURT OF CALIFORNIA