

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 151519 NAME: Jeff Geraci FIRM NAME: COHELAN KHOURY & SINGER STREET ADDRESS: 605 C Street, Suite 200 CITY: San Diego STATE: CA ZIP CODE: 92101 TELEPHONE NO.: 619-595-3001 FAX NO.: 619-595-3000 E-MAIL ADDRESS: jgeraci@ckslaw.com ATTORNEY FOR (name): Plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San Jose, 95113 BRANCH NAME: Downtown Superior Courthouse	
PLAINTIFF/PETITIONER: BENIYAM KEBEDE, et al. DEFENDANT/RESPONDENT: WRIKE, INC., et al. OTHER:	CASE NUMBER: 20CV366599 JUDICIAL OFFICER: Patricia M. Lucas
PROPOSED ORDER (COVER SHEET)	DEPT: 3

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiffs Beniyam Kebede, Alain Tsai, and Monica I. Pazmino

2. Title of the proposed order:
Proposed Order Granting Final Approval of Class Action Settlement

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Final Approval of Class Action Settlement
 - b. Date and time: May 4, 2022; 1:30 p.m.
 - c. Place: Department 3

4. The proposed order was served on the other parties in the case.

Jeff Geraci / April 8, 2022

(TYPE OR PRINT NAME)


 SIGNATURE OF PARTY OR ATTORNEY

CASE NAME:
KEBEDE, et al. v. WRIKE, INC., et al.

CASE NUMBER:
20CV366599

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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Attorneys for Plaintiffs BENIYAM KEBEDE, ALAIN TSAI,
and MONICA I. PAZMINO, individually and on behalf of
all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

BENIYAM KEBEDE, ALAIN TSAI, and
MONICA I. PAZMINO, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

WRIKE, INC.; and DOES 1 through 25,
inclusive

Defendants.

Case No. 20CV366599

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Patricia M. Lucas

Department 3

CLASS ACTION

[PROPOSED]

**ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: May 4, 2022

Time: 1:30 p.m.

Dept: 3

Judge: Hon. Patricia M. Lucas

Complaint filed: May 13, 2020

Trial date: Not set

1 This matter came on for hearing on May 4, 2022 in Department 3 of the above-captioned
2 Court on Plaintiffs' Motion for Order Granting Final Approval of Class Action Settlement and
3 Entering Judgment pursuant to California Rule of Court 3.769, this Court's December 6, 2021
4 Order Re Motion for Preliminary Approval of Class and Representative Action Settlement, and the
5 fully-executed Joint Stipulation of Settlement and Release of Class Action filed with this Court on
6 October 26, 2021 ("Settlement Agreement").

7 Having received and considered the Settlement Agreement, the evidence and argument
8 received by the Court in connection with the Motion for Preliminary Approval of Class Action
9 Settlement and the supporting papers, and evidence and argument received by the Court with the
10 Motion for Final Approval of Class Action Settlement and supporting papers, the Court grants
11 final approval of the Settlement and ORDERS AND MAKES THE FOLLOWING
12 DETERMINATIONS:

13 1. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement
14 and the Settlement Agreement, a Notice of Class Action Settlement, ("Class Notice"), Change of
15 Address form, and pre-printed return envelope ("Notice Packet") was sent to each Settlement Class
16 Member by first-class U.S. mail. The Class Notice of Settlement informed the Class of the terms of
17 the Settlement, their right to receive a Settlement Payment without any required action, their right
18 to comment upon or object to the Settlement, and their right to appear in person or by counsel at
19 the final approval hearing and to be heard regarding approval of the Settlement. Adequate periods
20 of time were provided for each of these procedures.

21 2. No Settlement Class Member returned a written objection to the proposed
22 Settlement as part of the notice process or stated an intention to appear at the final approval hearing
23 and none appeared at hearing. No member of the Settlement Class validly requested exclusion
24 from the proposed Settlement.

25 3. The Court finds and determines this notice procedure afforded adequate protections
26 to Settlement Class Members and provides the basis for the Court's informed decision regarding
27 approval of the Settlement based on responses of the Class. The Court finds and determines the
28 notice provided was the best notice practicable, satisfying the requirements of law and due process.

1 4. For purposes of approving this Settlement only, this Court finds and concludes that:
2 (a) the proposed Class is ascertainable and so numerous that joinder of all members of the class is
3 impracticable; (b) there are questions of law or fact common to the proposed Class, and there is a
4 well-defined community of interest among members of the proposed Class with respect to the
5 subject matter of the class action; (c) the claims of the Class Representatives are typical of the
6 claims of the members of the proposed Class; (d) the Class Representatives have and will fairly
7 and adequately protect the interests of the Members of the Class; (e) a class action is superior to
8 other available methods for an efficient adjudication of this controversy in the context of
9 settlement; and (f) the counsel of record for the Class Representatives is qualified to serve as
10 counsel for them as well as their representative capacity and for the Class.

11 5. With respect to the Class and for purposes of approving this Settlement only, this
12 Court confirms the certification of the Class, as that term is defined in the Settlement Agreement at
13 Paragraph I.D, as defined below, and the Court deems this definition sufficient for purposes of
14 California Rule of Court 3.765(a):

15 “All current and former commissioned employees who worked for Defendant
16 within the State of California during the Class Period of April 6, 2016 to
17 March 31, 2021.”

18 6. The Court finds and determines the terms set forth in the Settlement Agreement are
19 fair, reasonable, and adequate and, having found the Settlement was reached as a result of informed
20 and non-collusive arms’-length negotiations facilitated by a neutral and experienced mediator,
21 directs the Parties to effectuate the Settlement Agreement according to its terms. The Court further
22 finds the Parties conducted extensive investigation, research, and informal discovery, and that their
23 attorneys were able to reasonably evaluate their respective positions. The Court also finds that
24 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as
25 well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed
26 the monetary recovery and recognizes the significant value provided to the Class.

27 7. The Court further finds and determines the terms of the Settlement are fair,
28 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
finally approved, and that all terms and provisions of the Settlement should be and are ordered to

1 be consummated.

2 8. The Court finds and determines the Settlement Payments to be paid to Participating
3 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
4 grants final approval to and orders the payment of those amounts be made to the Participating
5 Class Members in accordance with the Settlement Agreement.

6 9. The Court finds and determines the fees and expenses in administering the
7 Settlement incurred by Simpluris, Inc. of \$5,500.00 are fair and reasonable. The Court grants final
8 approval to and orders the payment of that amount in accordance with the Settlement Agreement.

9 10. The Court finds and determines the Class Representative Service Payment of
10 \$10,000.00 to Plaintiff Beniyam Kebede is fair and reasonable. The Court orders the Administrator
11 to make this payment to the Plaintiff Beniyam Kebede, in accordance with the terms of the
12 Settlement Agreement.

13 11. The Court finds and determines the Class Representative Service Payment of
14 \$10,000.00 to Plaintiff Alain Tsai is fair and reasonable. The Court orders the Administrator to
15 make this payment to the Plaintiff Alain Tsai, in accordance with the terms of the Settlement
16 Agreement.

17 12. The Court finds and determines the Class Representative Service Payment of
18 \$10,000.00 to Plaintiff Monica I. Pazmino is fair and reasonable. The Court orders the
19 Administrator to make this payment to the Plaintiff Monica I. Pazmino, in accordance with the
20 terms of the Settlement Agreement.

21 13. The Court finds and determines payment to the California Labor and Workforce
22 Development Agency of \$37,500.00 as its share of the Settlement of civil penalties under the
23 Private Attorneys General Act is fair, reasonable, and appropriate. The Court grants final approval
24 to and orders that amount be paid in accordance with the Settlement Agreement.

25 14. The Court awards Class Counsel attorneys' fees in the amount of \$666,666.00 and
26 litigation costs of \$10,657.85. The Court finds such amounts to be fair and reasonable. The Court
27 orders the Administrator to make these payments in accordance with the Settlement Agreement.

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1 15. Without affecting the finality of this Order or the entry of judgment in any way, the
2 Court retains jurisdiction of all matters relating to the interpretation, administration,
3 implementation, and enforcement of this Order and the Settlement Agreement.

4 16. Neither Defendant Wrike, Inc. nor any related persons or entities shall have any
5 further liability for costs, expenses, interest, attorneys' fees, or any other charge, expense, or
6 liability, except as provided for by the Settlement Agreement.

7 17. Nothing in this Order shall preclude any action to enforce the Parties' obligations
8 under the Settlement Agreement or under this Order, including the requirement that Defendant
9 Wrike, Inc. make payments to the Participating Class Members in accordance with the Settlement.

10 18. The Court hereby enters final judgment in this case in accordance with the terms of
11 the Settlement Agreement, the Order Granting Preliminary Approval, and this Order.

12 19. The Parties are hereby ordered to comply with the terms of the Settlement
13 Agreement.

14 20. The Parties shall bear their own costs and attorneys' fees except as otherwise
15 expressly set forth in the Settlement Agreement and this Order.

16 21. In the event the Effective Date of the Settlement does not occur, this Order Granting
17 Final Approval Order and Entering Judgment shall be null and void and shall be vacated, *nunc pro*
18 *tunc*, except insofar as expressly provided to the contrary in the Settlement Agreement, and without
19 prejudice to the status quo ante rights of the Plaintiffs, Class Members and Defendant Wrike, Inc.

20 22. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by providing notice
21 of entry of judgment with the posting of the Order Granting Final Approval and Entering Judgment
22 on the Administrator, Simplrui, Inc.'s, case website.

23 23. Without affecting the finality of this Order in any way, the Court retains jurisdiction
24 of all matters relating to the interpretation, administration, implementation, effectuation and
25 enforcement of this order and the Settlement Agreement.

26 **JUDGMENT**

27 24. This document shall constitute a judgment for purposes of California Rules of
28 Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall

1 be entered within the meaning and for purposes of Code of Civil Procedure sections 577 and
2 904.1(a), and the Plaintiffs / Class Representatives and all Class Members shall take nothing from
3 Defendant Wrike, Inc., except as expressly set forth in the Settlement Agreement.

4 IT IS SO ORDERED.

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6 Date: _____

7 The Honorable Patricia M. Lucas
8 Judge of the Superior Court
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