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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

KALIYAH MARTIN, an individual, on behalf
of herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

BLEND LABS, INC. a Delaware Corporation;
BLEND OPERATIONS, INC., a Delaware
Corporation; BLEND TITLE INSURANCE
AGENCY, INC., a Delaware Corporation;
BLEND INSURANCE AGENCY, INC., a
Delaware Corporation; and DOES 1-50,
Inclusive;

Defendants.

Case No.: CGC-22-600420

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: June 4, 2024

Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer, Jr.
Dept.: 302

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Attorneys' Fees and
3 Expenses and Enhancement Payment duly came on for hearing on June 4, 2024, before the above-
4 entitled Court. Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on behalf of
5 Plaintiff KALIYAH MARTIN ("Plaintiff"). K&L Gates, LLP appeared on behalf of Defendants
6 BLEND LABS, INC., BLEND OPERATIONS, INC., BLEND TITLE INSURANCE AGENCY,
7 INC., and BLEND INSURANCE AGENCY, INC. (hereinafter "Defendants").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of San Francisco ("Court"), Case No. CGC-22-
16 600420, entitled *Kaliyah Martin v. Blend Labs, Inc., et al.* and over all Parties to this litigation,
17 including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On January 25, 2024, the Court granted preliminary approval of a class-wide
20 settlement. At this same time the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Class Notice was
25 mailed by first class mail to the Class Members at their last known addresses on February 28, 2024.
26 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
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1 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was April 15, 2024. There
4 was an adequate interval between notice and deadline to permit Class Members to choose what to
5 do and act on their decision. No Class Members objected. No Class Member requested exclusion.

6 **Fairness Of The Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$350,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. No objections were received. No requests for exclusion were
19 received.

20 e. The participation rate is high. Approximately 100% of Class
21 Members will be participating in the Settlement and will be sent settlement payments.

22 7. The consideration to be given to the Class Members under the terms of the
23 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
24 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
25 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
26 litigation and the delays which would ensue from continued prosecution of the Action.

27 8. The Agreement is finally approved as fair, adequate, and reasonable and in
28 the best interests of the Settlement Class Members.

1 **PAGA Settlement Amount**

2 9. The Agreement provides for a payment of PAGA Settlement Amount in the
3 amount of \$50,000.00. The Court has reviewed the PAGA Settlement Amount and finds and
4 determines that the PAGA Settlement Amount and the allocation of \$37,500.00 to LWDA and
5 \$12,500.00 to Aggrieved Employees is fair and reasonable and complies with the requirements set
6 forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Attorneys' Fees and Expenses**

8 10. The Agreement provides for a payment for Attorneys' Fees and Expenses in
9 the amount of up to One Hundred Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-
10 Seven Cents (\$141,666.67). Subject to Court approval, the Attorneys' Fees and Expenses consists
11 of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount, One Hundred Sixteen
12 Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67) and reimbursement
13 of litigation expenses in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

14 11. An award of Attorneys' Fees and Expenses of One Hundred Forty-One
15 Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$141,666.67) comprised of
16 attorneys' fees in the amount of One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and
17 Sixty-Seven Cents (\$116,666.67) and reimbursement of litigation expenses in the amount of
18 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) is reasonable in light of the contingent
19 nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class
20 Counsel. The requested attorneys' fee award represents 1/3 of the common fund, which is
21 reasonable, and is supported by Class Counsel's lodestar.

22 **Enhancement Award**

23 12. The Agreement provides for an Enhancement Award of up to Five Thousand
24 Dollars and Zero Cents (\$5,000.00) allocated to the Plaintiff, subject to the Court's approval. The
25 Court finds that the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) is reasonable in
26 light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

27 **Settlement Administration Costs**

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13. The Agreement provides for Settlement Administration Costs to be paid in an amount not to exceed \$6,000.00. The Declaration of the Administrator provides that the actual claims Settlement Administration Costs were \$6,000.00. The amount of this payment is reasonable in light of the work performed by the Administrator.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include:

All non-exempt employees who are or previously were employed by Defendants and performed work in California during the period of August 30, 2018 to January 25, 2024, excluding employees who entered into release agreements with Defendants.

2. There are 124 members of the Class. Every person in the Class who did not opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs to the Settlement.

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Order and the terms of the Agreement.

4. Defendants shall fund the Gross Settlement Amount on the Funding Date. In exchange the Class Members shall release the “Released Parties” from the “Released Class Claims” and the “Aggrieved Employees” shall release the “Released Parties” from the “Released PAGA Claims.”

a. The “Released Parties” means Defendants and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, and all entities that could be held to be joint employers, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

b. The “Released Class Claims” are defined as all class claims alleged in the Operative Complaint or that could have been alleged under the same or similar facts. Allegations and/or claims pleaded in the Operative Complaint specifically include: alleged unfair competition in violation of California Business and Professions Code section 17200 arising from violations of the California Labor Code sections listed hereinbelow; failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; failure to pay overtime wages in violation of California Labor Code sections 510 et seq., 512, 518, 558, and 1194; failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; failure to provide accurate itemized statements in violation of California Labor Code section 226; failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; failure to reimburse employees for required business expenses in violation of California Labor Code section 2802; violation of California Labor Code section 246; violation of California Labor Code section 221, violation of California Labor Code section 204; any and all other claims under California common law, the California Labor Code including but not limited to the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the operative complaint. In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the operative complaint. The Settlement Administrator shall include a legend on the settlement check stating “By cashing this check, I am opting into the settlement in *Kaliyah Martin v. Blend Labs, Inc., Blend Operations, Inc., Blend Title Insurance Agency, Inc. and Blend Insurance Agency, Inc.*, Superior Court of California, County of San Francisco Case No. CGC-22- 600420, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement.”

1 c. The “Aggrieved Employees” are defined as all non-exempt
2 employees who are or previously were employed by Defendants and performed work in California
3 during the PAGA period (April 21, 2021 to January 25, 2024).

4 d. The “Released PAGA Claims” are defined as all PAGA claims
5 alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during
6 the PAGA Period, including but not limited to alleged violations of California Labor Code sections
7 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558,
8 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804 and the applicable
9 Industrial Wage Order(s) and expressly excluding all other claims, including claims for vested
10 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
11 compensation, and PAGA claims outside of the PAGA Period.

12 5. Class Counsel are awarded attorneys’ fees in the amount of One Hundred
13 Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$141,666.67) for the
14 Attorneys’ Fees and Expenses comprised of one-third of the Gross Settlement Amount, One
15 Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67),
16 and reimbursement of litigation expenses in the amount of Twenty-Five Thousand Dollars and Zero
17 Cents (\$25,000.00). Class Counsel shall not seek or obtain any other compensation or
18 reimbursement from Defendants, Plaintiff, or members of the Class.

19 6. The payment of the Enhancement Award to the Plaintiff in the amount of
20 \$5,000.00 each is approved.

21 7. The payment of \$6,000.00 to the Administrator for Settlement
22 Administration Costs is approved.

23 8. The PAGA Settlement Amount of \$50,000 is hereby approved as fair,
24 reasonable, adequate, and adequately protects the interests of the public and the LWDA. Further,
25 the Court finds that Plaintiff and Class Counsel negotiated the PAGA Settlement Amount at arms-
26 length, absent of any fraud or collusion.

27 9. Final Judgment is hereby entered in this action. The Final Judgment shall
28 bind each Settlement Class Member.

1 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
2 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
3 ("PAGA").

4 11. The Court further finds and determines that Class Counsel satisfied California
5 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
6 under the Private Attorney General Act ("PAGA") on December 4, 2024 and May 9, 2024.

7 12. The Court orders Class Counsel to comply with California Labor Code §
8 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
9 entry of this Order.

10 13. The Agreement is not an admission by Defendants, nor is this Final Approval
11 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
12 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
13 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
14 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
15 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
16 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
17 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
18 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
19 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
20 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
21 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
22 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
23 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
24 or issue preclusion or similar defense as to the claims being released by the Settlement.

25 14. Notice of entry of this Final Approval Order and Judgment shall be given to
26 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
27 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
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1 Approval Order and Judgment shall be posted on Administrator’s website as indicated in the Class
2 Notice.

3 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
4 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
5 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
6 connection with the distribution of settlement benefits.

7 16. If the Settlement does not become final and effective in accordance with the
8 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
9 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
10 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
11 be vacated.

12 **IT IS SO ORDERED.**

13 DATED: _____, 2024
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15 _____
16 Hon. Richard B. Ulmer
17 JUDGE OF THE SUPERIOR COURT
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