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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] JUDGMENT

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 Award duly came on for hearing on June 4, 2024, before the above-
4 entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Class is confirmed for the purposes of settlement. The
9 Class is defined as "All non-exempt employees who are or previously were employed by
10 Defendants and performed work in California during the period of August 30, 2018 to January 25,
11 2024, excluding employees who entered into release agreements with Defendants."

12 2. All persons who meet the foregoing definition are Settlement Class Members,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final
15 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
16 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
17 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
18 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of
22 settlement benefits.

23 5. As of the date the Defendants funds the Gross Settlement Amount, Plaintiff and
24 each Class Member who has not validly opted out has released the "Released Parties" from the
25 "Released Class Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 (a) The "Released Class Claims" are defined as all class claims alleged in the
28 Operative Complaint or that could have been alleged under the same or similar facts. Allegations

1 and/or claims pleaded in the Operative Complaint specifically include: alleged unfair competition
2 in violation of California Business and Professions Code section 17200 arising from violations of
3 the California Labor Code sections listed hereinbelow; failure to pay minimum wages in violation
4 of California Labor Code sections 1194, 1197 and 1197.1; failure to pay overtime wages in
5 violation of California Labor Code sections 510 et seq., 512, 518, 558, and 1194; failure to
6 provide required meal periods in violation of California Labor Code sections 226.7 and 512 and
7 the applicable IWC Wage Order; failure to provide required rest periods in violation of California
8 Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; failure to provide
9 accurate itemized statements in violation of California Labor Code section 226; failure to provide
10 wages when due in violation of California Labor Code sections 201, 202 and 203; failure to
11 reimburse employees for required business expenses in violation of California Labor Code section
12 2802; violation of California Labor Code section 246; violation of California Labor Code section
13 221, violation of California Labor Code section 204; any and all other claims under California
14 common law, the California Labor Code including but not limited to the Fair Labor Standards Act,
15 California Industrial Welfare Commission Wage Orders, and the California Business and
16 Professions Code alleged in or that could have been alleged under the same or similar facts,
17 allegations and/or claims pleaded in the operative complaint. In addition, to the extent required by
18 law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an
19 opt-in for purposes of releasing Released Parties from any claims predicated under the FLSA that
20 could have been alleged under the same or similar facts, allegations and/or claims pleaded in the
21 operative complaint. The Settlement Administrator shall include a legend on the settlement check
22 stating "By cashing this check, I am opting into the settlement in *Kaliyah Martin v. Blend Labs,*
23 *Inc., Blend Operations, Inc., Blend Title Insurance Agency, Inc. and Blend Insurance Agency, Inc.,*
24 Superior Court of California, County of San Francisco Case No. CGC-22- 600420, under FLSA,
25 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement."

26 (b) The "Released Parties" means Defendants and any of its past, present and
27 future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, and all entities
28 that could be held to be joint employers, as well as each of its or their past, present and future

1 officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers,
2 reinsurers, and any individual or entity which could be jointly liable with Defendants.

3 7. As of the date the Defendants funds the Gross Settlement Amount, the Plaintiff, the
4 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
5 “Aggrieved Employee” have released the Released Parties from the “Released PAGA Claims” for
6 the “PAGA Period” as set forth in the Agreement.

7 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

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

11 (b) The “PAGA Period” is defined as the period from April 21, 2021 to January
12 25, 2024.

13 (c) The “Released PAGA Claims” are defined as all PAGA claims alleged in
14 the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the
15 PAGA Period, including but not limited to alleged violations of California Labor Code sections
16 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558,
17 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804 and the applicable
18 Industrial Wage Order(s) and expressly excluding all other claims, including claims for vested
19 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
20 compensation, and PAGA claims outside of the PAGA Period.

21 9. This Court hereby grants final approval and awards the following: (i) One Hundred
22 Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$141,666.67) for
23 Attorneys’ Fees and Expenses, comprised of attorneys’ fees in the amount of One Hundred
24 Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67) and
25 reimbursement of litigation expenses in the amount of Twenty-Five Thousand Dollars and Zero
26 Cents (\$25,000.00); (ii) the Enhancement Award to Class Representative Kaliyah Martin, in the
27 amount of Five Thousand Dollars and Zero Cents (\$5,000.00) allocated to Plaintiff; (iii)
28 Settlement Administration Costs of Six Thousand Dollars and Zero Cents (\$6,000.00) to Apex

1 Class Action LLC; (iv) Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) (75% of the
2 PAGA Settlement Amount) to the Labor and Workforce Development Agency (“LWDA PAGA
3 Payment”); and Twelve Thousand Five Hundred Dollars (\$12,500.00) (25% of the PAGA
4 Settlement Amount) allocated to the Individual PAGA Payments.

5 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
6 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
7 California Labor Code section 2699(1)(3).

8 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
9 **ORDERED.**

10 DATED: _____, 2024
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13 _____
14 Hon. Richard B. Ulmer, Jr.
15 JUDGE OF THE SUPERIOR COURT
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