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on behalf of themselves, and all other similarly-situated employees

14 **SUPERIOR COURT OF CALIFORNIA**
15 **COUNTY OF ALAMEDA**

16 **JOE ALFARO and YONI I. MARIN**
17 **ROMERO, on behalf of themselves and all**
other similarly-situated employees,

18 Plaintiffs,

19 v.

20 **BROADLY INC., a Delaware Corporation;**
21 **and DOES 1 through 100, Inclusive,**

22 Defendants.

Case No. RG19022174
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Evelio Grillo, Department 21

CLASS AND REPRESENTATIVE ACTION

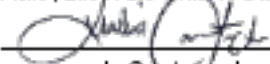
[PROPOSED] AMENDED ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND ENTERING
JUDGMENT

Complaint filed: June 7, 2019
Trial date: Not set

FILED
Superior Court of California
County of Alameda

12/23/2022

Clad Flake, Executive Officer / Clerk of the Court

By:  Deputy
J. Castaneda

1 This matter came on for hearing on December 6, 2022 in Department 21 of the above-
2 captioned Court on Plaintiffs' Motion for Order Granting Final Approval of Class Action
3 Settlement and Entering Judgment ("Motion") pursuant to California Rule of Court 3.769, and
4 the Court's Order Granting Preliminary Approval filed June 23, 2022, and the Amended
5 Stipulation of Class Action Settlement and Release of Claims ("Settlement Agreement") filed
6 June 2, 2022 in conjunction with Plaintiffs' Preliminary Approval Motion.

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

13 1. Pursuant to the Preliminary Approval Order filed June 23, 2022, a Notice of
14 Class Action Settlement, Change of Address form, and pre-printed return envelope ("Notice
15 Packet") were sent to each Class Member by first-class United States mail. The Notice informed
16 the Class of the terms of the Settlement, their right to receive a Settlement Payment without any
17 required action, their right to comment upon or object to the Settlement, and their right to
18 appear in person or by counsel at the Final Approval Hearing and to be heard regarding
19 approval of the Settlement. Adequate periods of time were provided for each of these
20 procedures.

21 2. No member of the Class filed a request to be excluded from the Settlement or a
22 written objection to the proposed Settlement as part of this notice process or stated an intention
23 to appear at the final approval hearing.

24 3. The Court finds and determines this notice procedure afforded adequate
25 protections to Class Members and provides the basis for the Court to make an informed decision
26 regarding approval of the Settlement based on the responses of the Class. The Court finds and
27 determines that the notice provided in this case was the best notice practicable, which satisfies
28 the requirements of law and due process.

1 4. With respect to the Class and for purposes of approving this Settlement only, this
2 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
3 that joinder of all members is impracticable; (b) there are questions of law or fact common to
4 the Class, and there is a well-defined community of interest among members of the Class with
5 respect to the subject matter of the Action; (c) the claims of the Class Representatives are
6 typical of the claims of the members of the Class; (d) the Class Representatives have fairly and
7 adequately protected 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; and (f) the counsel of
9 record for Plaintiffs, the Class Representatives, i.e., Class Counsel, are qualified to serve as
10 counsel for Plaintiffs in their individual and representative capacity for the Class.

11 5. The Court confirms certification for settlement purposes only of the Class
12 defined as “all current and former employees that worked for Broadly, Inc., as members of the
13 sales team in California at any time during the period from June 7, 2015 and through May 1,
14 2020, and excluding any persons who opt-out.”

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

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

1 8. The Court confirms the appointment of CPT Group, Inc. as the Settlement
2 Administrator.

3 9. The Court confirms the appointment of Cohelan Khoury & Singer and Lebe
4 Law, APLC as Class Counsel.

5 10. The Court confirms the appointment of Plaintiffs Joe Alfaro and Plaintiff Yoni I.
6 Marin Romero as Class Representatives.

7 11. The Court finds and determines that the Settlement Payments to be paid to
8 Participating Settlement Class Members as provided for by the Settlement are fair and
9 reasonable. The Court hereby grants final approval to and orders the payment of those amounts
10 be made to the Participating Class Members in accordance with the Settlement Agreement.

11 12. The Court finds and determines that the fees and expenses in administering the
12 Settlement incurred by CPT Group, Inc., in the amount of \$6,500.00 are fair and reasonable.
13 The Court hereby grants final approval to and orders that the payment of that amount in
14 accordance with the Settlement Agreement.

15 13. The Court finds and determines the Class Representative Service Payment of
16 \$7,500.00 to Plaintiff Joe Alfaro is fair and reasonable. The Court hereby orders the
17 Administrator to make this payment to Plaintiff Joe Alfaro in accordance with the terms of the
18 Settlement Agreement.

19 14. The Court finds and determines the Class Representative Service Payment of
20 \$7,500.00 to Plaintiff Yoni I. Marin Romero is fair and reasonable. The Court hereby orders the
21 Administrator to make this payment to Plaintiff Yoni I. Marin Romero in accordance with the
22 terms of the Settlement Agreement.

23 15. The Court approves the PAGA Payment of PAGA of \$25,000.00 for civil
24 penalties of which \$18,750.00 (75%) will be paid to the California Labor and Workforce
25 Development Agency (“LWDA”) and \$6,250.00 (25%) will be distributed among all PAGA
26 Members.

27 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
28 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’

1 fees of \$262,000.00 and litigation costs of \$15,087.66. The Court finds such amounts to be fair
2 and reasonable. The Court hereby orders the Administrator to make these payments in
3 accordance with the terms of the Settlement Agreement. The Court directs that \$26,200.00, ten
4 (10) percent of the fee award, be kept in the Administrator's trust account until the completion
5 of the distribution process and Court approval of a final accounting.

6 17. Within thirty (30) calendar days of the entry of this Order, or by January 15,
7 2023, whichever occurs later, Defendant shall deliver, or caused to be delivered the Gross
8 Settlement Amount and the Employer Tax Obligations to the Settlement Administrator.

9 18. Without affecting the finality of this Order or the entry of judgment in any way,
10 the Court retains jurisdiction of all matters relating to the interpretation, administration,
11 implementation, effectuation, and enforcement of this Order and the Settlement Agreement.

12 19. Neither Defendant nor any related persons or entities shall have any further
13 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or
14 liability, except as provided for by the Settlement Agreement.

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

18 21. The Court hereby enters final judgment in accordance with the terms of the
19 Settlement Agreement, the Court's Preliminary Approval Order, and this Order.

20 22. The Court orders the Settlement Administrator to post this Order and the
21 Judgment on its website: www.cptgroup.com/cases/alfaro-v-broadly-inc. The Order and
22 Judgment are to remain on the website until after the Final Accounting Hearing.

23 23. The Parties will bear their own costs and attorneys' fees except as otherwise
24 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

25 24. A Final Accounting Hearing shall be set for August 16, 2023 at 10:00 a.m. in
26 Department 21. With respect to distribution of the Gross Settlement Amount to those
27 individuals and entities provided for in this Order, the Administrator's declaration shall be filed
28 with the Court five (5) Court days before the Final Accounting Hearing.

