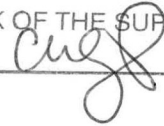


FILED
ALAMEDA COUNTY

JUN 23 2022

CLERK OF THE SUPERIOR COURT
By  Deputy

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

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

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

Plaintiffs,

v.

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

Defendants.

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

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, AND SETTING OF FINAL
APPROVAL HEARING**

Hearing Information

Date: June 21, 2022
Time: 10:00 a.m.
Dept: 21
Judge: Hon. Evelio Grillo
Reservation No: 898886249627 (Continued)
Complaint filed: June 7, 2019
Trial date: Not set

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

1 This matter came for hearing on June 21, 2022 at 10:00 a.m. in Department 21 of the
2 above-captioned Court on Plaintiffs' Motion for Order Granting Preliminary Approval of Class
3 Action Settlement ("Motion"), and upon the Court's Tentative Ruling on the Motion issued
4 March 7, 2022.

5 The Court, having fully reviewed the Amended Stipulation of Class Action Settlement
6 and Release of Claims, ("Settlement Agreement"), attached as Exhibit "C" to the Supplemental
7 Declaration of Michael D. Singer, the Motion, the supporting memorandum of points and
8 authorities, Declarations of Class Counsel Diana M. Khoury and Jonathan M. Lebe,
9 Declaration of Plaintiffs of Joe Alfaro and Yoni I. Marin Romero, Declaration of Julie Green,
10 on behalf of CPT Group, Inc., and the Notice of Class Action Settlement attached to the
11 Settlement Agreement, ("Notice") and having carefully analyzed the Settlement Agreement
12 and the proposed Notice and in recognition of the Court's duty to make a preliminary
13 determination as to the reasonableness of a proposed class action settlement, and if
14 preliminarily determined to be reasonable, to ensure proper notice is provided to all Class
15 Members in accordance with due process, and to set a Final Approval Hearing to consider the
16 good faith, fairness, adequacy and reasonableness of the proposed settlement, THE COURT
17 MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

18 1. The Court conditionally finds that, for the purposes of approving this settlement
19 only, the proposed Class meets the requirements for certification under section 382 of the
20 California Code of Civil Procedure: (a) the proposed Class is ascertainable and so numerous
21 that joinder of all members of the class is impracticable; (b) there are questions of law or fact
22 common to the proposed Class, and there is a well-defined community of interest among
23 members of the proposed Class with respect to the subject matter of the class action; (c) the
24 claims of the Class Representatives are typical of the claims of the members of the proposed
25 Class; (d) the Class Representatives have and will fairly and adequately protect the interests of
26 the Members of the Class; (e) a class action is superior to other available methods for an
27 efficient adjudication of this controversy in the context of settlement; and (f) Counsel of record
28 for the Class Representative are qualified to serve as counsel for them as well as their

1 representative capacity for the Class.

2 2. The Court finds on a preliminary basis that the Settlement Agreement, attached
3 to the Supplemental Declaration of Michael D. Singer as Exhibit "C," incorporated herein by
4 this reference in full, and made a part of this Order of preliminary approval, appears to be
5 within the range of reasonableness of a settlement which could ultimately be given final
6 approval by this Court.

7 3. Further, it appears to the Court on a preliminary basis that: (a) the settlement
8 amount is fair and reasonable to the Class Members when balanced against the probable
9 outcome of further litigation relating to class certification, liability and damages issues and
10 potential appeals; (b) significant investigation, research, and discovery have been conducted
11 such that counsel for the Parties at this time are able to reasonably evaluate their respective
12 positions; (c) settlement at this time will avoid substantial costs, delay and risks that would be
13 presented by the further prosecution of the litigation; and (d) the proposed Settlement has been
14 reached as the result of intensive, serious and non-collusive negotiations facilitated by an
15 experienced mediator at mediation and between the Parties.

16 4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary
17 Approval of Class Action Settlement is hereby GRANTED, and as a part of said preliminary
18 approval, the Court accepts and incorporates the Settlement Agreement and orders that the
19 Class be conditionally certified for settlement purposes only pursuant to the terms and
20 conditions contained in the Settlement Agreement.

21 5. For purposes of the settlement of the Action, the Class is defined as: "all current
22 and former employees that worked for Broadly, Inc., as members of the sales team in
23 California at any time during the period from June 7, 2015, and through May 1, 2020, and
24 excluding any persons who opt-out".

25 6. The Court further finds that the proposed Notice of Class Action Settlement
26 ("Class Notice") fairly and adequately advises Class Members of a) the pendency of the Class
27 Action; b) the conditional certification of the Class for settlement purposes only; c) preliminary
28 Court approval of the proposed Settlement; d) the date of the Final Approval Hearing; e) the

1 terms of the proposed Settlement and the benefits available to Class Members if they do not
2 request exclusion; f) their right to receive their proportionate share of the Settlement proceeds
3 without the need to return a claim form; g) their right to request exclusion from the Settlement
4 and the procedures and deadline for doing so; h) their right to object to the Settlement, and the
5 procedure for doing so; and i) their right to file documentation in support of or in opposition to,
6 and to appear in connection with the Final Approval Hearing. The Court further finds that the
7 Class Notice clearly comports with all constitutional requirements, including those of due
8 process. Accordingly, good cause appearing, the Court hereby APPROVES the Class Notice.

9 7. The Court further finds that the mailing of the Notice, Change of Address Form,
10 and pre-printed return envelope, (collectively, the "Notice Packet"), to the last known address
11 of Class Members as specifically described within the Settlement Agreement, with measures
12 taken for verification of an address and skip tracing set forth therein constitutes an effective
13 method of notifying Class Members of their rights with respect to the class action and
14 Settlement. Accordingly, it is hereby ORDERED, that:

15 A. CPT Group, Inc., be appointed the Administrator to administer the
16 settlement of this matter as more specifically set forth in the Settlement Agreement.

17 B. The law firms Cohelan Khoury & Singer and Lebe Law APLC be
18 appointed Class Counsel.

19 C. Plaintiffs Joe Alfaro and Yoni I. Marin Romero be appointed the Class
20 Representatives.

21 D. Within thirty (30) calendar days of the Preliminary Approval Order,
22 Defendant shall transmit to the Administrator in a readable, ready to use electronic excel
23 format spreadsheet, with a list containing for each Class Member, the following: full name,
24 most current mailing address, telephone numbers, social security number, dates of
25 employment, the number of Pay Periods during the Class Period, and the number of Pay
26 Periods during the PAGA Period, (the "Class List and Data").

27 E. Within ten (10) business days after receipt of the Class List and Data,
28 the Administrator shall mail the Notice Packet to each Class Member. The Notice Packet shall

1 be mailed by first class, regular U.S. mail, using the most current mailing address information
2 available, with measures taken for updating an address as provided by the terms of the
3 Settlement Agreement.

4 F. Within 60 calendar days from the initial date the Administrator first
5 mails the Notice Packet to Class Members (the "Response Deadline"), Class Members who
6 wish to exclude themselves from the Class must submit a written request for exclusion in the
7 manner set forth in the Class Notice and such request must be postmarked by the Response
8 Deadline. Class Members who receive a re-mailed Notice Packet shall have their Response
9 Deadline extended fifteen (15) calendar days from the original Response Deadline, to submit a
10 Request for Exclusion.

11 G. On or before the Response Deadline, Class Members who dispute the
12 number of Pay Periods must postmark and submit a written explanation to the Settlement
13 Administrator describing why the number of Pay Periods is incorrect, with any supporting
14 information or documents, as set forth in the Class Notice. Class Members who receive a re-
15 mailed Notice Packet shall have their Response Deadline extended fifteen (15) calendar days
16 from the original Response Deadline, to postmark a dispute.

17 H. Class Members who wish to object to the Settlement, should submit to
18 the Administrator, their written objection which must include, (i) the objector's full name,
19 address, and last four digits of social security number; and (ii) state the basis for objection.
20 Class Members may also appear at the time of the Final Approval Hearing to comment upon
21 the Settlement.

22 8. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held
23 before the undersigned at ____ p.m. on _____, 2022, in Department 21 of the Superior
24 Court for the State of California, County of Alameda located at 1221 Oak Street, Alameda,
25 California 94612 to consider the fairness, adequacy and reasonableness of the proposed
26 Settlement preliminarily approved by this Order of Preliminary Approval, and to consider the
27 application for a service payment award to each named Plaintiff/Class Representative, for
28 Administration expenses and for Class Counsel's attorneys' fees and litigation expenses

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incurred. All briefs and materials in support of an Order Granting Final Approval, the service payment, Settlement Administration expenses, and Class Counsel's attorneys' fees and litigation costs shall be filed with this Court on or before _____, 2022.

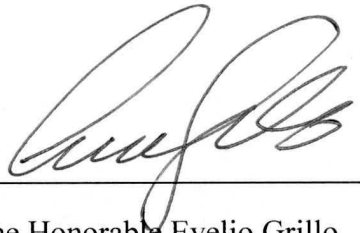
9. IT IS FURTHER ORDERED that if for any reason the Court does not sign and file an Order Granting Final Approval, the Settlement Agreement shall be treated as if it had not been entered, and the Parties shall be restored without prejudice to their status quo ante rights, as specifically set forth in the Settlement Agreement.

10. All proceedings in this matter, except those contemplated by the Settlement Agreement or this Order, are stayed.

11. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to Class Members, except that Class Counsel will notify all Class Members who returned written objections.

IT IS SO ORDERED.

Date: JUN 23 2022



The Honorable Evelio Grillo
Judge of the Superior Court