

F I L E D
Clerk of the Superior Court

OCT 14 2022

By: B. Orihuela, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

TINA SELLERS and ERIN O'GRADY,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

JUSTANSWER LLC, an Idaho limited
liability company; and DOES 1-50, inclusive,

Defendants.

CASE NO. 37-2020-00005869-CU-BT-CTL

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR (1) FINAL APPROVAL OF
SETTLEMENT; (2) AWARD OF
ATTORNEYS' FEES AND LITIGATION
EXPENSES; (3) SERVICE AWARDS;
AND (4) APPROVAL OF *CY PRES*
RECIPIENTS; AND ENTERING
JUDGMENT**

[IMAGED FILE]

1 Pending before the Court is the Motion for (1) Final Approval of Settlement; (2) Award of
2 Attorneys' Fees and Litigation Expenses; (3) Service Awards; and (4) Approval of *Cy Pres*
3 Recipients ("Motion for Final Approval") relating to the settlement ("Settlement") between
4 plaintiffs Tina Sellers and Erin O'Grady ("Plaintiffs") and defendant JustAnswer LLC
5 ("JustAnswer" or "Defendant").

6 WHEREAS, on May 13, 2022, this Court entered an order granting Plaintiffs' motion for
7 preliminary approval of the Settlement (ROA# 104);

8 WHEREAS, counsel for the parties appeared before this Court on October 14, 2022, at which
9 time Plaintiffs requested final approval of the Settlement and Class Counsel requested the other
10 relief set forth in the Motion for Final Approval;

11 WHEREAS, due and adequate notice of the Settlement having been given pursuant to the
12 Preliminary Approval Order and the Agreement, and the Court having considered all papers filed
13 and proceedings had herein, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

15 1. All terms and phrases in this Order shall have the same meanings ascribed to them
16 in the Agreement, unless otherwise noted.

17 2. The Court finds and determines that the notice procedure implemented in this Action
18 provides for the best notice practicable under the circumstances, and that such notice procedure
19 satisfies the requirements of California Rules of Court, rule 3.769, and due process.

20 3. The Court finds and determines that, having been properly notified of the Settlement,
21 no Class Member has objected to any aspect of the Settlement.

22 4. The Court finds and determines that the terms of the Settlement are fair, reasonable,
23 and adequate to the Class and the Class Members. The Court further finds and determines that
24 settlement of the Action at this time will avoid substantial additional costs by all Parties, as well as
25 the delay and risks that would be presented by the further prosecution of the Action. The Court
26 hereby grants final approval of the Settlement, approves the Agreement and each of the terms set
27 forth therein, and directs the Parties to effectuate and consummate the Settlement's terms as set forth
28 in the Agreement and this Order.

1 5. In giving final approval of the Settlement, the Court finds and determines that the
2 Class Members include all persons who did not exclude themselves from the Settlement Class,
3 which is defined in the Settlement Agreement, the Preliminary Approval Order, and this Order as:

4 All individuals who, between January 31, 2016 and December 2, 2021, were enrolled
5 in a JustAnswer membership in connection with or at the conclusion of a trial period
6 and whose account was created with a California zip code for billing purposes,
7 excluding individuals who (i) were enrolled in a membership after utilizing
8 JustAnswer's services on a pay-per-question basis or (ii) received a complete refund
9 of all amounts paid to JustAnswer. Excluded from the Class are all employees of
10 Plaintiffs' counsel and the judicial officer(s) to whom this case is assigned.

11 6. The following two individuals submitted timely requests for exclusion from the
12 Settlement Class: Cheryl Hinsvark and Leena Ariana Masarueh. Those individuals are excluded
13 from the Settlement, will not share in the Settlement, and will not be bound by the Settlement's
14 Release.

15 7. The Court grants Class Counsel's motion for an award of attorneys' fees in the
16 amount of \$1,786,000.00, plus reimbursement of litigation expenses in the amount of \$49,626.46.
17 The Court finds that the attorneys' fees are justified as a percentage of the class recovery under the
18 common fund doctrine and under the lodestar/multiplier approach; that the fee award is warranted
19 in light of the time Class Counsel invested in the case, the risk Class Counsel undertook in
20 prosecuting the action on a contingency basis, the results achieved, the novelty of the legal issues,
21 and the skill with which Class Counsel presented Plaintiffs' claims; and the litigation expenses were
22 reasonably incurred in the prosecution of the litigation. These amounts shall be paid from the
23 Settlement Amount in accordance with the Settlement Agreement.

24 8. The Court grants the request for service awards in the amount of \$15,000 to each of
25 Tina Sellers and Erin O'Grady and \$6,000 to each of Aileen Demarco, Debra Earl, Albalina Cuevas,
26 Lonnie Monroe, Armando Rios, Dalia Amador, and Barbara Thrasher. The Court finds that these
27 payments are justified in light of the time spent, the risk undertaken, and the recovery obtained in
28 representing the interests of the Class. These amounts shall be paid from the Settlement Amount in
accordance with the Settlement Agreement.

1 9. The Court finds that the fees and expenses of the Settlement Administrator, CPT
2 Group, Inc., in the amount of \$149,000, are fair and reasonable. Such payment shall be made from
3 the Settlement Amount in accordance with the Settlement Agreement.

4 10. The Settlement Administrator shall proceed with payment of the attorneys' fees,
5 litigation expenses, service awards, and distribution to the Participating Class Members, in
6 accordance with the Settlement Agreement and this Order.

7 11. The Court approves as the *cy pres* recipients, Consumer Federation of California and
8 San Francisco Consumer Action, each to receive 50% any residual settlement funds due to uncashed
9 settlement checks. The Settlement Administrator is ordered to pay any *cy pres* amounts pursuant to
10 the terms of the Settlement Agreement.

11 12. Plaintiffs and all Class Members who did not exclude themselves from the Settlement
12 are bound by the terms of the Settlement Agreement, including its Release, and this Order and
13 Judgment. Pursuant to Section IX of the Settlement Agreement, immediately upon entry of this
14 Judgment, all of the claims to be released by Plaintiffs and Class Members shall be released.

15 13. To provide notice to the Class pursuant to California Rules of Court, rule 3.771(b),
16 the parties are ordered to cause a copy of this Final Approval Order and Judgment to be posted by
17 the Settlement Administrator on the Settlement Website.

18 14. Without affecting the finality of this Final Approval Order and Judgment, pursuant
19 to California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h),
20 this Court retains continuing jurisdiction over the subject matter of the Action, the Class
21 Representatives, the Settlement Class Members, and the Defendant to administer the matters set
22 forth in the Settlement Agreement and implement and enforce the Settlement Agreement and this
23 Order and Judgment.

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1 15. This Final Approval Order and Judgment shall constitute a final judgment that is
2 binding on the Parties and the Settlement Class Members. The Clerk is directed to promptly enter
3 this Order and Judgment on the register of actions.

4 IT IS SO ORDERED.

5 DATED: 10-14, 2022

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Kenneth J. Medel

Hon. Kenneth J. Medel
Judge of the Superior Court