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Clerk of the Superior Court

MAY 13 2022

By: B. Orihuela, Deputy

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Superior Court of California,
County of San Diego

04/21/2022 at 01:58:41 PM
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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
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
PROVIDING FOR NOTICE**

[IMAGED FILE]

1 Pending before the Court is the Motion for Preliminary Approval of Class Action Settlement
2 (“Motion”) relating to the settlement (“Settlement”) between plaintiffs Tina Sellers and Erin
3 O’Grady (“Plaintiffs”) and defendant JustAnswer LLC (“Defendant” or “JustAnswer”). Having
4 read and considered the moving papers, including the Settlement Agreement, and finding good
5 cause, the Court finds and orders as follows:

6 1. Based upon the Court’s review of the Settlement Agreement, the Memorandum of
7 Points and Authorities in Support of the Motion, the discussion at the hearing conducted on May
8 13, 2022, and the entire record, the Motion for Preliminary Approval of Class Action Settlement is
9 GRANTED.

10 2. The Court hereby conditionally certifies the following class (“Class”) for settlement
11 purposes only: “All individuals who, between January 31, 2016 and December 2, 2021, were
12 enrolled in a JustAnswer membership in connection with or at the conclusion of a trial period and
13 whose account was created with a California zip code for billing purposes, excluding individuals
14 who (i) were enrolled in a membership after utilizing JustAnswer’s services on a pay-per-question
15 basis or (ii) received a complete refund of all amounts paid to JustAnswer. Excluded from the Class
16 are all employees of Plaintiffs’ counsel and the judicial officer(s) to whom this case is assigned.”

17 3. The Court grants leave for Plaintiffs to file a First Amended Complaint (“FAC”),
18 setting forth the foregoing definition of the Class. Upon Plaintiffs’ filing of the FAC, Defendant
19 shall be deemed to have denied all material allegations of the FAC without the necessity of filing
20 an Answer.

21 4. The Court appoints Dostart Hannink LLP as Class Counsel. The Court appoints
22 plaintiffs Tina Sellers and Erin O’Grady as the Class Representatives. The Court designates CPT
23 Group, Inc. as the Settlement Administrator.

24 5. The Court preliminarily approves the Settlement,¹ including the monetary relief,
25 injunctive relief, procedure for payment of Class Counsel’s attorneys’ fees and litigation expenses
26

27 ¹ The definitions of capitalized terms in this Order are the same as the definitions of those terms in
28 the Settlement Agreement.

1 to the extent ultimately awarded by the Court, and procedure for payment of service awards to the
2 Class Representatives and/or to other Class Members who assisted Class Counsel to the extent
3 ultimately awarded by the Court. The Court has reviewed the relief provided as part of the
4 Settlement and recognizes the value to the Class. It appears to the Court on a preliminary basis that
5 the Settlement is fair, adequate, and reasonable as to all potential Class Members when balanced
6 against the cost and uncertainty associated with further litigation. It further appears that settlement
7 of the Action at this time will avoid substantial additional costs by all Parties, as well as the delay
8 and risks that would be presented by the further prosecution of the Action. It also appears that the
9 Settlement has been reached as a result of intensive, serious, and non-collusive arm's-length
10 negotiations.

11 6. The Court approves the emailed Summary Class Notice (Exhibit A to the Settlement
12 Agreement), the mailed Summary Class Notice (Exhibit B to the Settlement Agreement), the Long
13 Form Notice (Exhibit C to the Settlement Agreement), and the printed Claim Form (Exhibit D to
14 the Settlement Agreement). The notice procedure described in the Settlement Agreement meets the
15 requirements of Rule 3.766(d) of the California Rules of Court and due process, and constitutes the
16 best practicable notice under the circumstances. The Settlement Administrator is directed to
17 disseminate the Summary Class Notice to Class Members via email no later than thirty-five (35)
18 days following the date of entry of this order. The date on which the Summary Class Notice is
19 emailed is the "Notice Date." If any emailed Summary Class Notice documents are "bounced back"
20 as undeliverable, then within fourteen (14) days after the Notice Date, the Settlement Administrator
21 shall endeavor to obtain alternative email addresses through commercially reasonable sources and
22 shall email a copy of the Summary Class Notice to any alternative email address so obtained; or,
23 alternatively, to the extent the Database contains mailing address information for such Class
24 Member, the Settlement Administrator shall mail a copy of the Summary Class Notice to the
25 person's last-known mailing address, as updated by the U.S. Postal Service's National Change of
26 Address ("NCOA") database. Class Counsel is authorized to direct the Settlement Administrator to
27 undertake additional steps to disseminate the Summary Class Notice. The Settlement Administrator
28 is directed to take all steps necessary to establish a settlement website and dedicated toll free number,

1 and to post the Long Form Notice on the website by the Notice Date.

2 7. In order to receive a share of the Settlement Amount, Class Members must file a
3 timely Claim, either electronically via the Settlement Website or via a printed Claim Form, and that
4 Claim must be validated by the Settlement Administrator. Completed Claims that are timely
5 submitted electronically through the Settlement Website by individuals to whom the emailed or
6 mailed Summary Class Notice was sent will be deemed valid. Completed Claims that are submitted
7 in the form of a printed Claim Form will be deemed valid if the claimant's email address, mailing
8 address, and/or telephone number match information in the Database. To be timely, the Claim must
9 be returned to the Settlement Administrator no later than the Claim/Exclusion/Objection Deadline.
10 If the Claim is returned via the Settlement Website, the date of return will be the date of submission
11 through the Settlement Website. If the Claim is returned by U.S. Mail, the date of return will be the
12 date of postmark. If the Claim is returned by personal delivery or email, the date of return will be
13 the date the Claim is received by the Settlement Administrator. Class Counsel in their respective
14 discretion may direct the Settlement Administrator to treat as timely a Claim received by the
15 Settlement Administrator after the Claim/Objection/Exclusion Deadline and before the Final
16 Approval Hearing.

17 8. If the Settlement Administrator disallows a Claim based on a deficiency that can be
18 cured (such as the failure to sign the Claim Form), the Settlement Administrator has the discretion
19 to either waive the deficiency or notify the claimant of the reason for the disallowance and invite
20 the claimant to cure the deficiency. The Settlement Administrator also will consider any additional
21 information or corrective action by the claimant submitted within twenty-one (21) days after the
22 mailing of the notice of deficiency.

23 9. As set forth in the Settlement Agreement, any individual who wishes to exclude
24 himself or herself from the Settlement Class must mail, email, or deliver to the Settlement
25 Administrator a written request for exclusion no later than sixty (60) days following the Notice Date.
26 Class Members who do not timely request exclusion shall be bound by the provisions of the
27 Settlement Agreement and all orders or judgments that may be entered by the Court.

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1 10. Class Members may object to the Settlement or to any of its provisions either orally
2 or in writing. All written objections shall be filed with the Clerk of this Court and served upon
3 counsel for the Parties and the Settlement Administrator no later than sixty (60) days following the
4 Notice Date. All written objections shall be served by first-class mail upon: (1) the Settlement
5 Administrator, CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; (2) to Defendant's counsel,
6 Randolph Gaw, GAW | POE LLP, 4 Embarcadero Center, Suite 1400, San Francisco, CA 94111;
7 and (3) to Class Counsel, Zach P. Dostart, Dostart Hannink LLP, 4225 Executive Square, Suite 600,
8 La Jolla, CA 92037. Alternatively, an objection may be made to the Court orally at the Final
9 Approval Hearing.

10 11. Plaintiffs shall file their motion for final approval, and Class Counsel shall file its
11 motion for attorneys' fees, litigation expenses, and for any service awards to the Class
12 Representative and/or to other Class Members who assisted Class Counsel, by the date specified
13 below. The motion for final approval shall identify one or more proposed *cy pres* recipients for any
14 excess funds, consistent with Section IV.B of the Settlement Agreement and Code of Civil
15 Procedure section 384.

16 12. A Final Approval Hearing shall be held by this Court, located at 330 West Broadway,
17 San Diego, California 92101, Department 66, on October 14, 2022, at 9:30 a.m., at
18 which time the Court will determine whether the Settlement should be granted final approval. At
19 that time, the Court will also consider Class Counsel's motion for attorneys' fees, litigation
20 expenses, and any proposed service awards to the Class Representative and/or to other Class
21 Members who assisted Class Counsel. The Parties, Class Members, and any other interested parties
22 should consult this Action's Register of Actions and the Superior Court's General Orders and
23 website for information about whether that hearing will proceed in person and/or by remote means.

24 13. If the Settlement is not finally approved by the Court, (1) the conditional certification
25 of the Class pursuant to this Order shall be withdrawn; (2) the First Amended Complaint filed
26 pursuant to the Agreement and this Order shall be withdrawn; and (3) the Settlement Administrator
27 will, after deducting any settlement administration expenses incurred as of that date, return any
28 Settlement funds in its possession to Defendant.

1 14. The Court reserves the right to adjourn or continue the date of the Final Approval
 2 Hearing and all dates provided for in the Settlement without further emailed or mailed notice to the
 3 Class Members, and retains jurisdiction to consider all further matters arising out of or connected
 4 with the proposed Settlement.

5 15. In accordance with the terms of the Settlement, the Court hereby adopts the following
 6 dates for performance of the specified activities leading to the Final Approval Hearing:

Deadline	Event
14 days after this Order Granting Preliminary Approval	Deadline for Defendant to wire transfer Four Million Seven Hundred Thousand Dollars (\$4,700,000.00) to the Settlement Administrator.
35 days after this Order Granting Preliminary Approval	Deadline for Settlement Administrator to email the Court-Approved Summary Class Notice to Class Members. This is the "Notice Date."
35 days after this Order Granting Preliminary Approval	Deadline for the Settlement Administrator to establish a Settlement Website on which it will make available the First Amended Complaint, the Settlement Agreement, the Summary Class Notice, the Long Form Class Notice, the Claim Form (in a format that may be printed), this Order Granting Preliminary Approval, and any other materials agreed to by the Parties.
14 days after Notice Date	For Class Members for whom an email notice was bounced back as undeliverable, deadline for Settlement Administrator to email the Summary Class Notice to any alternative email address obtained, or mail the Summary Class Notice to any mailing address contained in the Database.
60 days after Notice Date	Claim/Exclusion/Objection Deadline; Last day for Class Members to submit a Claim; last day for Class Members to request exclusion from the Class; last day for Class Members to file and serve any written objections to the Settlement.
10 court days after Claim/Exclusion/Objection Deadline	Settlement Administrator to make available to Class Counsel and Defendant's counsel a written report listing the name and contact information of each Excluded Class Member and any Class Member who has objected to the Settlement.

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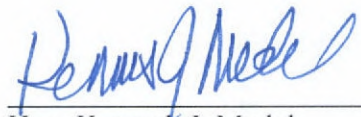
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16 court days prior to Final Approval Hearing	Deadline for Plaintiffs to file Motion for Final Approval and Motion for Award of Attorneys' Fees, Litigation Expenses, and Service Awards
10 days prior to Final Approval Hearing	Deadline for the Parties respond to any written objections to the Settlement
As stated above in Paragraph 12	Final Approval Hearing

16. The Parties are ordered to carry out the Settlement in the manner provided in the Settlement Agreement and this Order.

IT IS SO ORDERED.

DATED: May 13, 2022



Hon. Kenneth J. Medel
Judge of the Superior Court

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