

EXHIBIT A

ORIGINAL

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

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KERRI VAN AUKEN, individually, and on
 behalf of other members of the general public
 11 similarly situated;

Case No.: BC692349

12

Plaintiff,

Honorable Carolyn B. Kuhl
 Department SSC12

13

vs.

CLASS ACTION

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HULU, LLC, an unknown business entity; and
 15 DOES 1 through 100, inclusive,

**[PROPOSED] FINAL APPROVAL
 ORDER AND JUDGMENT**

16

Defendants.

Date: December 10, 2020
 Time: 10:00 a.m.
 Department: SSC12

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Complaint Filed: January 31, 2018
 18 FAC Filed: May 10, 2018
 Trial Date: None Set

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1 This matter has come before the Honorable Carolyn B. Kuhl in Department SSC12 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 Plaintiff Kerri Van Auken's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees, Costs, and Enhancement Payment ("Motion for Final Approval"). Lawyers for
5 Justice, PC appeared on behalf of Plaintiff, and Seyfarth Shaw LLP appeared on behalf of
6 Defendant Hulu LLC ("Defendant").

7 On August 21, 2020, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Class Action Settlement and Release
10 and Amendment No. 1 to Class Action Settlement and Release (together, "Settlement,"
11 "Agreement," or "Settlement Agreement"), which, together with the exhibits annexed thereto, set
12 forth the terms and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All persons who have been employed by Defendant as a Virtual Customer Care
26 Advocate in California at any time during the period from January 31, 2014
27 through November 1, 2017, who did not sign a severance agreement with a
28 general release ("Class" or "Class Members").

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1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Class Notice
7 fairly and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to and requests for exclusion from the Settlement submitted by Class
20 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
21 with the Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval
27 Order and Judgment.

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this result, as indicated by the lodestar information presented, justifies a slightly higher than usual percentage of recovery fee award.

1 7. The Court finds that payment of Settlement Administration Costs in the amount of
2 \$5,500.00 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
5 \$5,500.00, in accordance with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the Enhancement Payment sought is fair and reasonable for
7 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
8 Administrator issue payment in the amount of \$10,000.00 to Plaintiff Kerri Van Auken for her
9 Enhancement Payment, according to the terms and methodology set forth in the Settlement
10 Agreement.

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11 9. The Court finds that the request for attorneys' fees in the amount of \$113,750.00 to
12 Class Counsel falls within the range of reasonableness, and the results achieved *for the class* justify the award
13 sought. *Moreover the necessary work performed by counsel in achieving* The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
14 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
15 amount of \$113,750.00 to Class Counsel for attorneys' fees, in accordance with the terms and
16 methodology set forth in the Settlement Agreement.

17 10. The Court finds that reimbursement of litigation costs and expenses in the amount
18 of \$30,003.73 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
19 Settlement Administrator issue payment in the amount of \$30,003.73 to Class Counsel for
20 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
21 forth in the Settlement Agreement.

22 11. The Court hereby enters Judgment by which Settlement Class Member shall, upon
23 the full funding of the Gross Fund Value, and except as to the right to enforce the terms and
24 conditions of this Settlement, be conclusively determined to have released Defendant and the
25 Releasees from any and all claims that were pled or could have been pled based on the factual
26 allegation in the Complaints in the Action, arising during the Settlement Period, including known
27 and unknown claims arising under California Labor Code sections 201-203, 204, 226, 226.7, 510,
28 512, 1174, 1194, 1197, 1197.1, 1198, 2802, the Unfair Competition Law, California Business and

1 Professions Code section 17200 *et seq.*, the applicable Wage Order, and the Fair Labor Standards
2 Act, 29 U.S.C. section 201 *et seq.* Only those Settlement Class Members who endorse, cash,
3 deposit, or otherwise negotiate their Individual Settlement Payment checks will be deemed to have
4 opted into the Action under the Fair Labor Standards Act (“FLSA”) and released the Released
5 Claims arising under the FLSA.

6 12. The Court hereby enters Judgment by which Plaintiff shall, upon the full funding
7 of the Gross Fund Value, be conclusively determined to have generally released Defendant and
8 the Releasees from any and all claims, whether known or unknown as set forth in Section VI.B of
9 the Agreement. This general release includes any and all claims arising from the employment
10 relationship with Defendant, or the termination thereof.

11 13. It is hereby ordered that Defendant shall deposit the Gross Fund Value and
12 Employer Taxes into a Qualified Settlement Fund account established by the Settlement
13 Administrator within five (5) business days after the Effective Date, in accordance with the terms
14 and methodology set forth in the Settlement Agreement.

15 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
16 Settlement Payments to the Settlement Class Members within twenty (20) calendar days after the
17 Effective Date, according to the methodology and terms set forth in the Settlement Agreement.

18 15. Individual Settlement Payment checks shall expire one hundred eighty (180)
19 calendar days of issuance, at which point they will be automatically cancelled. Funds associated
20 with Individual Settlement Payment checks that have not been cashed, deposited, or otherwise
21 negotiated within the 180-day period will be transmitted to the State Controller’s Office Unclaimed
22 Property Division in the names of the Settlement Class Members whose checks are cancelled.

23 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
24 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
25 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
26 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
27 any dispute arising from or in connection with the distribution of settlement benefits.

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18. A Final Report of the Administrator shall be filed by Oct. 28, 2021. A non-appearance case review is set for Nov. 4, 2021.

17. Notice of entry of this Final Approval Order and Judgment shall be given to the Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

Dated: Dec. 10, 2020

Carolyn B. Kuhl
HONORABLE CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On December 10, 2020, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

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Attorneys for Defendant Hulu, LLC

[X] BY ELECTRONIC SERVICE

Pursuant to the Court’s Order regarding Electronic Service, I caused the documents described above to be E-Served through CASE ANYWHERE by electronically mailing a true and correct copy through CASE ANYWHERE to the individual(s) listed above.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 10, 2020, at Glendale, California.



Sarah Poswal