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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JANINE VAN VLEET and ALEXANDRIA MEDINA, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiffs, vs. SOUTHWEST ANSWERING SERVICE, INC., a Nevada Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: 24STCV16768 *[Assigned to Hon. Elihu M. Berle, Dept 6 for all purposes*] **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF JUDGMENT** Complaint Filed: July 8, 2024
JANINE VAN VLEET, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiffs, vs. SOUTHWEST ANSWERING SERVICE, INC., a Nevada Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: 24CHCV003307 *[Assigned to Hon. Elihu M. Berle, Dept 6 for all purposes*]

Plaintiffs Janine Van Vleet and Alexandria Medina's Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Amended Class Action and PAGA Settlement Agreement and Amendments thereto (collectively, the "Settlement Agreement") came for a hearing in Department 6 of the above-entitled court. The Final Approval Motion was unopposed by Defendant Southwest Answering Service, Inc.

Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to the Class, and the Court having considered the Settlement Agreement, all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement, and the terms set forth in the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement is hereby incorporated into this Order as though fully set forth herein.

2. The Court has jurisdiction over the subject matter over the above captioned consolidated action (collectively, the "Action", the Class Representatives, the Class Members, and Defendant.

3. For purposes of effectuating this Order and Judgment, this Court has certified the following class: "all current and former nonexempt employees employed by Defendant in California at any time during the Class Period of July 8, 2020, to December 31, 2025." The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

4. As set forth in the Settlement Agreement, PAGA Employees includes: "all current and former nonexempt employees employed by Defendant in California at any time during the PAGA Period of July 8, 2023, through December 31, 2025."

5. With respect to the Class, and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among the Class Members with respect to the subject matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives have fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiffs in their individual and representative capacities and for the Settlement Class.

6. The Court finds that the distribution of the Class Notice, as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Class Members and fully met the requirements of California law and due process under the California and United States Constitution. Based on evidence and other material submitted, the actual notice to the class was adequate.

7. The Court finds that the instant Action presented a good faith dispute of the claims alleged, and the Court finds in favor of settlement approval. The Court finds the Settlement came from good faith, intensive, serious, non-collusive, and arm's-length negotiations, supported by experienced counsel. The Court further finds that the Settlement Agreement is consistent with public policy, and fully complies with all applicable provisions of law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.760.

8. The Released Class Claims on behalf of the Participating Class Members is set forth below:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, executors, agents, attorneys, heirs, administrators, successors, trustees, guardians, and assigns, release the Released Parties from all claims, debts, liabilities, demands, damages,

obligations, penalties, guarantees, costs, expenses, attorneys' fees and causes of action alleged in the Action, or that reasonably could have been alleged based on the facts stated in the Action regardless of theory of liability, including: failure to pay minimum wages, failure to pay overtime wages, failure to properly calculate the regular rate, failure to provide meal periods, failure to provide rest breaks, failure to reimburse business expenses, failure to pay vested vacation, failure to timely pay wages upon separation of employment, failure to provide accurate itemized wage statements, unfair and unlawful competition, and violation of Labor Code sections 200-204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and (k) all other claims for statutory penalties based on the facts or claims alleged in the Complaint ("Released Class Claims"). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

9. The Released PAGA Claims on behalf of the PAGA Employees is set forth as follows:

All PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, trustees, guardians, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.,* that Plaintiffs alleged against the Released Parties, on behalf of PAGA Employees and State of California, based on the facts stated in the Action and in Van Vleet's PAGA Notice to the LWDA, regardless of theory of liability, including: failure to pay minimum wages,

failure to pay overtime wages, failure to properly calculate the regular rate, failure to provide meal periods, failure to provide rest breaks, failure to reimburse business expenses, failure to timely pay wages each period, failure to provide accurate itemized wage statements, violation of Labor Code sections 200-204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and (i) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the operative complaint ("Released PAGA Claims"). The time period governing the Released PAGA Claims shall be the entire time during the PAGA Period. The Released PAGA Claims do not release any potential claims for wages or statutory penalties.

10. There were no Objections or Requests for Exclusion to the Settlement. Thus, all Class Members are Participating Class Members, who are entitled to an Individual Class Payment pursuant to the Settlement and this Judgment. Likewise, all PAGA Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

11. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling Parties. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

12. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

13. By this Judgment, the Class Representatives and all Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Class Claim. By this Judgment, Plaintiffs and all PAGA Employees shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released PAGA Claims. By this Judgment, Plaintiffs shall be deemed to have, and by operation of the Judgment shall have,

fully, finally, and forever released, relinquished, and discharged all claims included with in Plaintiffs' Releases.

14. Neither the Settlement Agreement nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class Representatives or Participating Class Members as an admission of, or evidence of, the validity of any of the Released Class Claims, that class treatment is appropriate, or of any wrongdoing or liability of Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class Representatives or Participating Class Members as an admission of, or evidence of, any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the other Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim. This Judgment is not a finding that this Action is appropriate for class treatment (other than for settlement purposes).

15. The Gross Settlement Amount to be paid under the Settlement Agreement is $200,000 minus $20,493.86 in Prior Payments, for a total of $179,506.14. From this amount, Class Counsel sought a Class Counsel Fee Payment of $66,666.66, Class Counsel Litigation Expenses of $11,515.39, Service Payments to Class Representatives Janine Van Vleet and Alexandria Medina of $5,000 each, an Administrator Expenses Payment of $5,950.00 to ILYM Group, and $6,500 to the LWDA for PAGA penalties and $3,500 to the PAGA Employees for PAGA Penalties. Defendant does not oppose these requests. In addition, Defendant shall separately pay all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be reported by the Settlement Administrator. The Court finds that the Settlement Amount, the Individual Class Payments, and PAGA Payments is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

A) $66,666.66 to Class Counsel (Lauby Mankin Lauby LLP) for Class Counsel Fee Payment in light of the benefit obtained on behalf of the Class;

B) $11,515.39 to Class Counsel for the Class Counsel Litigation Expenses;

C) $5,000 each to Class Representatives Janine Van Vleet and Alexandria Medina as Service Payments;

D) $5,950.00 to the Settlement Administrator, ILYM Group, Inc.;

E) $6,500 to the LWDA;

F) $3,500 to the PAGA Employees on a pro rata basis;

G) After deducting the foregoing payments from the Gross Settlement Amount ($200,000 minus the Prior Payments), the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator. In no event, shall Defendant pay more than $179,506.14 pursuant to the Settlement, except any employer payroll taxes.

16. One-third of the Individual Class Payments paid to Participating Class Members shall be allocated as wages and the remaining two-thirds will be allocated as interest and penalties.

17. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments and the PAGA Employees' Individual PAGA Payments and issue all payments within in accordance with the Settlement Agreement and this Order/Judgment.

18. Concurrently with mailing the settlement checks to the Participating Class Members and PAGA Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [*insert date*], 2026, the Superior Court of California for the County of Los Angeles entered Judgment in the case entitled *Van Vleet and Medina v. Southwest Answering Service, Inc.,* Case No.

24STCV16768, on behalf of all current and former nonexempt employees employed by Defendant in California at any time during the Class Period of July 8, 2020, to December 31, 2025."

19. Participating Class Members and PAGA Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Class Member does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office for the State of California in the name of the Class Member and PAGA Employee.

20. The following dates shall govern for purposes of this implementing this Order/Judgment, assuming that no notice of appeal of the Judgment in this matter is filed:

Date the Parties receive notice of entry of this Order/Judgment	The Effective Date occurs.
Within 25 days of the Effective Date	Defendant shall make the required payments under the Gross Settlement Amount as well as any required employer payroll taxes to a Qualified Settlement Fund
Within 10 days after receipt of Payment	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the PAGA Employees, payment to Class Counsel for the Class Counsel Fee Payment and Litigation Expenses, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator Expenses Payment.
180 days after payment is issued	Deadline for Class Members to cash checks.
September 17, 2027 (proposed)	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of forwarding unclaimed funds to the State Controller.

Date: _____, 2027 Time: _____ a.m./p.m.	Hearing re: status of disbursements.

21. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

IT IS SO ORDERED.

Dated: _____

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HON. ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT