

09/01/2026

David W. Slayton, Executive Officer / Clerk of Court

By: B. Cumplido Deputy

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having considered the Amended Class Action and PAGA Settlement Agreement and
2 Amendment thereto (collectively, the “Settlement Agreement”) between Plaintiffs Janine Van
3 Vleet and Alexandria Medina and Defendant Southwest Answering Service, Inc (collectively,
4 the “Parties”), as well as the Memorandum of Points and Authorities in Support of the
5 Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents
6 submitted in support of the motion, and all supporting legal authorities and documents,
7 IT IS HEREBY ORDERED:

8 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
9 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
10 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
11 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
12 review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of
13 arms-length negotiations conducted after the Parties thoroughly and adequately investigated the
14 claims and became familiar with the strengths and weaknesses of those claims. The assistance of
15 an experienced mediator in the Settlement process supports the Court’s conclusion that the
16 Settlement is non-collusive, fair, reasonable, and adequate. The amounts agreed to be paid by
17 Defendant, including the Individual Class Payments to be paid to Participating Class Members
18 and Individual PAGA Payments to be paid to Participating PAGA Employees as provided by the
19 settlement, are fair and reasonable under the facts of this case.

20 2. For settlement purposes only, the Court finds that the proposed Class is
21 ascertainable and that there is a sufficiently defined community of interest among the Class
22 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
23 Classes, for settlement purposes only:

24 All current and former nonexempt employees employed by Defendant in
25 California at any time during the Class Period of July 8, 2020, to December 31,
26 2025.

27 3. As set forth in the Settlement Agreement, PAGA Employees includes: “all current
28 and former nonexempt employees employed by Defendant in California at any time during the

1 PAGA Period of July 8, 2023, through December 31, 2025.”

2 4. The class action settlement set forth in the Settlement Agreement between
3 Plaintiffs and Defendant is preliminarily approved as it appears to be proper, to fall within the
4 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
5 to any objections that may be raised at the Final Approval Hearing.

6 5. For settlement purposes only, the Court appoints Plaintiffs Janine Van Vleet and
7 Alexandria Medina as Class Representatives, and Brian Mankin and Peter Carlson as Class
8 Counsel.

9 6. The Court approves ILYM Group to act as the Settlement Administrator.

10 7. The Court approves, as to form and content, the Class Notice (attached as Exhibit
11 “A”) and finds that the Class Notice satisfies the requirements of California Code of Civil
12 Procedure section 382, California Civil Code section 1781, California Rule of Court, rules 3.766
13 and 3.769, subd. (f), the California and United States Constitutions, and other applicable law and
14 fairly apprises the Class Members of the terms of the final approval hearing date, the proposed
15 settlement terms and of their options, including: (1) the nature of the action, the definition of the
16 Class, the identity of Class Counsel, and the essential terms of the Settlement; (2) Named
17 Plaintiffs’ and Class Counsel’s applications for the Class Representative Service Payment, and
18 Class Counsel’s request for attorneys’ fees and costs; (3) a formula used to determine the Class
19 Member’s estimated Individual Class Payment; (4) Class Members’ rights to appear through
20 counsel if they desire; (5) how to object to the Settlement or submit an opt-out request if a Class
21 Member wishes to do so; and (6) how to obtain additional information regarding the action and
22 the Settlement. Counsel for the Parties are authorized to correct any typographical errors in
23 settlement and make clarifications, to the extent the same are found or needed, so long as such
24 corrections do not materially alter the substance of the documents.

25 8. The Court approves the procedure for Class Members to participate in, request
26 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
27 and the Class Notice.
28

1 9. The Court finds that the deadlines and method set forth in the Settlement
2 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
3 best notice practicable under the circumstances, constitute valid, due, and sufficient notice to all
4 persons entitled to notice, and otherwise satisfy the requirements of California law and due
5 process.

6 10. The Court directs the Settlement Administrator to perform address verification
7 measures and mail the Class Notice by first class mail to the Class Members as set forth in the
8 timeline below and to otherwise carry out the Settlement according to the terms of the Settlement
9 Agreement and in conformity with this Order. The Parties are also ordered to carry out the
10 Settlement according to the terms of the Settlement Agreement.

11 11. All Class Members shall be deemed to participate in the Settlement, although any
12 Class Member who wishes to comment on or object to the Settlement or who elects not to
13 participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to
14 submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in the
15 Class Notice.

16 12. The Court approves the handling of unclaimed funds set forth in the Settlement
17 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
18 result of a failure to timely cash a settlement check shall be issued to the State Controller's
19 Office in the name of the Class Member, as set forth in the Settlement Agreement.

20 13. The following dates shall govern for purposes of this settlement:

21 August 25, 2026	Preliminary Approval (PA) hearing
22 September 15, 2026	Deadline for Defendant to transmit the Class Data to the Settlement Administrator
23 September 22, 2026	Deadline for Settlement Administrator to complete mailing of the Notice Packet to all Class Members.
24 November 22, 2026	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
25 October 22, 2026	Deadline for Plaintiffs to file and serve Motion for Final Approval of Settlement and application for

	award of attorneys' fees, costs and service payments.
December 11, 2026	Deadline for filing any response to an objection to the settlement.
December 11, 2026	Deadline for filing declaration from Settlement Administrator regarding Notice process
December 22, 2026, at 9:00 a.m.	Final Approval Hearing.

14. Effective on the date when Defendant fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members (as that term is defined in the Settlement Agreement) will, 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 (as that term is defined in the Settlement Agreement) 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"). 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.

1 15. Effective on the date when Defendant fully funds the Gross Settlement Amount
2 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
3 Payments, all PAGA Employees (as that term is defined in the Settlement Agreement) will, on
4 behalf of themselves and their respective former and present representatives, agents, attorneys,
5 heirs, administrators, trustees, guardians, successors, and assigns, the Released Parties from all
6 claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*,
7 that Plaintiffs alleged against the Released Parties (as that term is defined in the Settlement
8 Agreement), on behalf of PAGA Employees and State of California, based on the facts stated in
9 the Action and in Van Vleet’s PAGA Notice to the LWDA, regardless of theory of liability,
10 including: failure to pay minimum wages, failure to pay overtime wages, failure to properly
11 calculate the regular rate, failure to provide meal periods, failure to provide rest breaks, failure to
12 reimburse business expenses, failure to failure to timely pay wages each period, failure to
13 provide accurate itemized wage statements, violation of Labor Code sections 200-204, 208, 210,
14 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
15 1197.1, 1198, 1199, and 2802, and (i) all other claims for civil penalties recoverable under the
16 Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged
17 in the operative complaint (“Released PAGA Claims”). The Released PAGA Claims do not
18 release any potential claims for wages or statutory penalties.

19 16. A final approval hearing shall be held in this Court on the date and time above to
20 determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be
21 finally approved by the Court; (2) the amount of Attorneys’ Fees and Costs Award to Class
22 Counsel; and (3) the amount of the Service Payment to the Class Representatives. The Court
23 may continue or adjourn the final approval hearing without further notice to the Class Notice.

24 17. Counsel for the parties shall file memoranda, declarations, or other statements and
25 materials in support of their request for final approval of the Settlement, attorneys’ fees,
26 litigation costs, Class Representatives’ Service Payment, Settlement Administration Costs, and
27 payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time
28 limits set by the Code of Civil Procedure and the California Rules of Court.

1 18. Neither this Order, the Settlement Agreement, nor any document referred to
2 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
3 may be construed as, or may be used as an admission by or against Defendant or any of the other
4 Released Parties (as that term is defined in the Settlement Agreement) of the validity of any
5 allegations or of any fault, wrongdoing or liability whatsoever. The entering into or carrying out
6 of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in
7 any event be construed as, or deemed to be evidence of, an admission or concession with regard
8 to the denials or defenses by Defendant or any of the other Released Parties and shall not be
9 offered in evidence in any action or proceeding against Defendant or any of the Released Parties
10 in any court, administrative agency or other tribunal for any purpose whatsoever other than to
11 enforce the provisions of this Order, the Settlement Agreement, or any related agreement or
12 release.

13 19. The Court may, for good cause shown, extend any of the deadlines set forth in
14 this Order.

15 20. In the event that the Settlement Agreement does not receive final approval or the
16 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
17 shall be vacated.

18 21. Pending the Final Approval hearing, all proceedings in this action, other than
19 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
20 Order, are stayed.

21 22. Counsel for the parties are hereby authorized to utilize all reasonable procedures
22 in connection with the administration of the Settlement which are not materially inconsistent
23 with either this Order or the terms of the Settlement.



Elihu M. Berle

24
25 Date: 9/1/2026

Elihu M. Berle / Judge

Hon. Elihu M. Berle