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Attorneys for Plaintiff

VENTURA SUPERIOR COURT

**FILED**

04/03/2025

Brenda L. McCormick  
Executive Officer and Clerk

  
Elizabeth Muller

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF VENTURA

KARL VANCE, an individual, on behalf of  
himself and on behalf of all persons  
similarly situated,

Plaintiff,

vs.

CS CONTRACT SOLUTIONS, LLC, a  
Limited Liability Company; FRONTIER  
COMMUNICATIONS OF AMERICA,  
INC., a Corporation; FRONTIER  
CALIFORNIA INC., a California  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

**CASE NO.: 2023CUOE012162**

~~PROPOSED~~ **PRELIMINARY APPROVAL  
ORDER**

Hearing Date: March 25, 2025  
Hearing Time: 8:30 a.m.

Judge: Hon. Benjamin F. Coats  
Dept: 43

Date Filed: July 28, 2023  
Trial Date: Not set

This matter came before the Honorable Benjamin F. Coats of the Superior Court of the State of California, in and for the County Ventura, on March 25, 2025, for hearing on the unopposed motion by Plaintiff Karl Vance ("Plaintiff") for preliminary approval of the Settlement

PRELIMINARY APPROVAL ORDER

1 with Defendant CS Contract Solutions, LLC (“Defendant”). The Court, having considered the  
2 briefs, argument of counsel and all matters presented to the Court and good cause appearing,  
3 hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.  
4

5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action and PAGA Settlement  
7 Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in  
8 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This is based  
9 on the Court’s determination that the Settlement set forth in the Agreement is within the range of  
10 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil  
11 Procedure and California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all  
13 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

14 3. The Gross Settlement Amount that Defendant shall pay is Four Hundred Ninety  
15 Thousand Dollars (\$490,000). It appears to the Court on a preliminary basis that the settlement  
16 amount and terms are fair, adequate and reasonable as to all potential Class Members when  
17 balanced against the probable outcome of further litigation and the significant risks relating to  
18 certification, liability and damages issues. It further appears that investigation and research have  
19 been conducted such that counsel for the Parties are able to reasonably evaluate their respective  
20 positions. It further appears to the Court that the Settlement will avoid substantial additional costs  
21 by all Parties, as well as avoid the delay and risks that would be presented by the further  
22 prosecution of the Action. It further appears that the Settlement has been reached as the result of  
23 serious and non-collusive, arm’s-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of  
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The  
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and  
27 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and  
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1 reasonable when balanced against the probable outcome of further litigation and the significant  
2 risks relating to certification, liability, and damages issues.

3         5.         The Agreement specifies for an attorneys' fees award not to exceed one-third of the  
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and a  
5 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed  
6 \$25,000, which are payable out of the Gross Settlement Amount. The Court will not approve the  
7 amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval  
8 Hearing. Plaintiff will be required to present evidence supporting these requests, including  
9 lodestar, prior to final approval.

10         6.         The Court recognizes that Plaintiff and Defendant stipulate and agree to  
11 representative treatment and certification of a class for settlement purposes only. This stipulation  
12 will not be deemed admissible in this or any other proceeding should this Settlement not become  
13 final. For settlement purposes only, the Court conditionally certifies the Class which consists of  
14 "all individuals employed by Defendant in California and classified as a non-exempt employee at  
15 any time during the Class Period." The "Class Period" is July 28, 2019 through December 21,  
16 2024.

17         7.         The Court concludes that, for settlement purposes only, the Class meets the  
18 requirements for certification under section 382 of the California Code of Civil Procedure in that:  
19 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
20 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
21 community of interest amongst the members of the Class with respect to the subject matter of the  
22 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)  
23 the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class  
24 action is superior to other available methods for the efficient adjudication of this controversy; and  
25 (f) counsel for the Class is qualified to act as counsel for the Class.

26         8.         The Court provisionally appoints Plaintiff as the representative of the Class. The  
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik  
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1 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

2           9.       The Agreement provides for a PAGA Penalties out of the Gross Settlement  
3 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development  
4 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this  
5 Agreement pursuant to the PAGA and \$2,500 to the Aggrieved Employees as the Individual  
6 PAGA Payments. “Aggrieved Employees” are all individuals employed by Defendant as non-  
7 exempt employees in the State of California at any time during the PAGA Period (May 8, 2022  
8 through December 21, 2024). The Administrator will calculate each Individual PAGA Payment  
9 by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$2,500)  
10 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA  
11 Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods.  
12 Pursuant to Labor Code section 2699, subdivision (1)(2), the LWDA will be provided notice of the  
13 Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

14           10.      The Court hereby approves, as to form and content, the Class Notice attached to the  
15 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately  
16 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right  
17 to be excluded from the Class by submitting a written opt-out request, and of each member’s right  
18 and opportunity to object to the Settlement. The Court further finds that the distribution of the  
19 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets  
20 the requirements of due process, is the best notice practicable under the circumstances, and shall  
21 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of  
22 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class  
23 Notice Packet is returned because of an incorrect address, the Administrator will promptly search  
24 for a more current address for the Class Member and re-mail the Class Notice Packet to any new  
25 address for the Class Member no later than seven (7) days after the receipt of the undelivered  
26 Class Notice.

1           11.     The Court hereby appoints Apex Class Action LLC as the Administrator. No later  
2 than fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator.  
3 The Administrator will perform address updates and verifications as necessary prior to the first  
4 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)  
5 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all  
6 Class Members via first-class regular U.S. Mail to their last known address.

7           12.     The Court hereby preliminarily approves the proposed procedure for exclusion  
8 from the Settlement. Any Class Member may individually choose to opt out of and be excluded  
9 from the Class as provided in the Class Notice by following the instructions for requesting  
10 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be  
11 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the  
12 Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline  
13 for requests for exclusion will be extended an additional fourteen (14) days. A Request for  
14 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.  
15 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to  
16 any recovery under the Class Settlement and will not be bound by the Class Settlement or have  
17 any right to object, appeal or comment thereon. Class Members who have not requested exclusion  
18 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for  
19 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a  
20 group, class, or subclass of individuals is not permitted and will be deemed invalid.

21           13.     Any Class Member who has not opted out may appear at the final approval hearing  
22 and may object or express the Member’s views regarding the Settlement and may present evidence  
23 and file briefs or other papers that may be proper and relevant to the issues to be heard and  
24 determined by the Court as provided in the Class Notice. Class Members will have until the  
25 Response Deadline to submit their written objections to the Administrator. Written objections  
26 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class  
27 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an  
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1 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval  
2 Hearing to make an oral objection.

3 14. A final approval hearing shall be held before this Court on August 12, 2025 at 8:30  
4 a.m. in Department 43 of the Ventura County Superior Court to hear the motion for final approval  
5 and for attorneys' fees and costs, and to determine all necessary matters concerning the  
6 Settlement, including: whether the proposed settlement of the Action on the terms and conditions  
7 provided for in the Agreement is fair, adequate and reasonable and should be finally approved by  
8 the Court; whether the Final Approval Order and Judgment should be entered herein; whether the  
9 plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable  
10 to the Class Members; and to finally approve attorneys' fees and costs, service award, and the fees  
11 and expenses of the Administrator. All papers in support of the motion for final approval and for  
12 attorneys' fees, costs and service award shall be filed with the Court and served on all counsel no  
13 later than sixteen (16) court days before the hearing and the motion shall be heard at this final  
14 approval hearing.

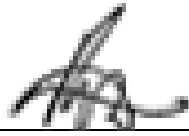
15 15. Neither the Settlement nor any exhibit, document, or instrument delivered  
16 thereunder shall be construed as a concession or admission by Defendant in any way that the  
17 claims asserted have any merit or that this Action was properly brought as a class or representative  
18 action, and shall not be used as evidence of, or used against Defendant as, an admission or  
19 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or  
20 omission by Defendant or with respect to the truth of any allegation asserted by any person.  
21 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,  
22 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts  
23 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or  
24 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,  
25 evidence of a presumption, concession, indication or admission by Defendant of any liability,  
26 fault, wrongdoing, omission, concession or damage.

1           16.     In the event the Settlement does not become effective in accordance with the terms  
2 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to  
3 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
4 and the Parties shall revert to their respective positions as of before entering into the Agreement,  
5 and expressly reserve their respective rights regarding the prosecution and defense of this Action,  
6 including all available defenses and affirmative defenses, and arguments that any claim in the  
7 Action could not be certified as a class action and/or managed as a representative action . In such  
8 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or  
9 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of  
10 the Agreement with respect to the effect of the Agreement if it is not approved.

11           17.     The Court reserves the right to adjourn or continue the date of the final approval  
12 hearing and all dates provided for in the Agreement without further notice to Class Members and  
13 retains jurisdiction to consider all further applications arising out of or connected with the  
14 proposed Settlement.

15           **IT IS SO ORDERED.**

16  
17 Dated: 03/25/2025



18  
19 HON. BENJAMIN F. COATS  
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA