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VENTURA SUPERIOR COURT
FILED
09/17/2025
K. Bieker
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

~~[REVISED PROPOSED]~~ FINAL APPROVAL ORDER AND JUDGMENT

Hearing Date: September 3, 2025
Hearing Time: 8:30 a.m.

Judge: Hon. Charmaine H. Buehner
Dept: J4

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

The unopposed motion of Plaintiff Karl Vance ("Plaintiff") for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendant CS Contract Solutions, LLC ("Defendant"), attorneys' fees and costs, service payment, and the expenses of the Administrator duly came on for hearing on September 3, 2025 before the Honorable Charmaine H. Buehner.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the Superior Court for the State of California, in and for the County of Ventura, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Twelve Thousand Nine Hundred Dollars ($512,900), which is the original amount of Four Hundred Ninety Thousand Dollars ($490,000) plus Twenty-Two Thousand Nine Hundred Dollars from the escalator provision, and the terms set forth in the Agreement are fair, reasonable, and adequate. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became

familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On April 3, 2025, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes only. The Court confirms this Order and finally approves the settlement and the certification of the Class.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Court-approved Class Notice was mailed by first class mail to members of the Class at their last-known addresses on or about May 2, 2025. Mailing of the Class Notice to their last-known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The Response Deadline for opting out or submitting written objections to the Settlement was July 1, 2025, which for re-mailings was extended by fourteen (14) days. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and to act on their decision. A full and fair opportunity has been afforded to the Class Members to participate in this hearing, and all Class Members and other persons wishing to be heard have had a full and fair opportunity to be heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the

Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness of the Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the Parties during an all-day mediation before Hon. Carl J. West (Ret.), an experienced mediator of wage and hour class actions. There has been no collusion between the Parties in reaching the Settlement.

b. Plaintiff and Class Counsel's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all Parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. No objections were received. No requests for exclusion were received.

e. The participation rate was high. 133 Participating Class Members will be mailed a settlement payment, representing 100% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the release of the Released Class Claims and Released PAGA Claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the action.

10. The Agreement is finally approved as fair, adequate and reasonable and in the best interests of the Class Members.

Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

11. From the Gross Settlement Amount, an award of $159,721for attorneys' fees, representing one-third of the Gross Settlement Amount, and $19,132.28 for litigation costs and

expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of not more than $25,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class Representative Service Payment in the reduced amount of $15,000 from the Gross Settlement Amount to the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this litigation and for his time and effort in bringing and prosecuting this matter on behalf of the Class.

Administration Expenses Payment

13. The Administrator shall calculate and administer the payment not to exceed $8,000 to be made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented $6,500 in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for a PAGA Penalties out of the Gross Settlement Amount of $10,000, which shall be allocated $7,500 to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties and $2,500 to the Aggrieved Employees as the Individual PAGA Payments pursuant to the PAGA. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all individuals employed by Defendant as non-exempt employees in the State of California at any

time during the PAGA Period (May 8, 2022 through December 21, 2024). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The Class is certified for the purposes of settlement only. The Class is defined as follows:

> All individuals employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (July 28, 2019 through December 21, 2024).

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There were no individuals who requested exclusion from the Class.

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant will pay to the Administrator 50% of the Gross Settlement Amount and all employer-side payroll taxes due within the later of sixty (60) days of the Effective Date or November 1, 2025. The remaining 50% of the Gross Settlement Amount and all employer-side payroll taxes shall be paid to the administrator within 180 days of the first payment.

18. Class Counsel are awarded attorneys' fees in the amount of $159,721 and costs in the amount of $19,132.28, payable from the Gross Settlement Amount. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

19. The payment of a Class Representative Service Payment from the Gross Settlement Amount in the amount of $15,000 to the Plaintiff is approved.

20. The payment of $6,500 to the Administrator for its fees and expenses from the Gross Settlement Amount is approved.

21. The PAGA Penalties amount of $10,000 is approved and is to be distributed from the Gross Settlement Amount and allocated in accordance with the Agreement.

22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class or representative treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or Released PAGA Claims.

24. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order and Judgment shall be posted on the Administrator's settlement website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members.

25. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall

revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

26. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiff, and all members of the Class, shall take nothing in the Action.

27. All Parties shall bear their own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

28. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

(a) All Participating Class Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, and any future amendments to the Operative Complaint, including, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, failure to indemnify employees for expenditures, failure to pay sick pay, and all damages interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible. Except as expressly set forth in the Agreement, 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. The "Released Parties," as used herein, are Defendant, defendant Frontier Communications of America, Inc., and defendant Frontier California, Inc., together with their former and present parent entities, directors, officers, shareholders, members, member managers, owners, agents, attorneys, representatives, insurers, affiliates, predecessors, successors, assigns and subsidiaries.

(b) All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, and any future amendments to the Operative Complaint, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

(c) Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from the Plaintiff's Release, as set forth fully in the Agreement.

29. For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

30. The Court hereby enters judgment in the entire Action as of the filing date of this Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: 09/15/2025

HON. CHARMAINE H. BUEHNER
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA