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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

TRAVIS THOMPSON, on behalf himself
and on of all others similarly situated,

Plaintiff,

vs.

SELECTQUOTE INSURANCE SERVICES,
a California Corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. CVRI2200129

[Assigned for all purposes to the Hon. Harold
W. Hopp, Dept. 1]

**[PROPOSED] ORDER AND JUDGMENT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 29, 2024
Time: 8:30 a.m.
Department: 1
Judge: Hon. Harold W. Hopp

**RES. ID: Per 9/12/23 Order Granting
Preliminary Approval**

1 This matter having come before this Court for hearing on January 29, 2024 at 8:30 a.m.
2 on Plaintiff Travis Thompson's ("Named Plaintiff") unopposed Motion for Final Approval of
3 Class Action Settlement, as set forth in the Class Action Settlement Agreement and Release of
4 Claims filed on August 21, 2023 titled "NOTICE OF FILING CLASS ACTION SETTLEMENT
5 AGREEMENT AND RELEASE OF CLAIMS" ("Settlement Agreement"), pursuant to the
6 Order Granting Preliminary Approval of Class Action Settlement and Setting Final Approval
7 Hearing ("Preliminary Approval Order"), adequate notice having been given as required in said
8 Order, and the Court having considered all papers filed and proceedings had herein, and good
9 cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

10 The Court has jurisdiction over the subject matter of the action and all parties.

11 Based on a review of the papers submitted by Named Plaintiff and a review of the
12 applicable law, the Court finds that the Gross Settlement Amount of \$520,267.50 and the terms
13 set forth in the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement
14 Agreement is hereby incorporated into this Order as though fully set forth herein. Except as
15 otherwise specified herein and for purposes of this Order, the terms used in this Order have the
16 meaning assigned to them in the Settlement Agreement and Notice of Pendency of Class Action
17 Settlement and Proposed Settlement ("Class Notice").

18 The Court has determined that the Class Notice provided to the Class pursuant to the
19 Preliminary Approval Order fully and accurately informed all Class Members of the material
20 elements of the proposed Settlement, constituted the best notice practicable under the
21 circumstances, and constituted valid, due and sufficient notice to all Class Members.

22 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
23 reasonable and adequate in all respects, determines that the Settlement was made in good faith
24 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
25 accordance with the terms of the Settlement Agreement. The Court further finds that the
26 Settlement was the result of arm's-length negotiations conducted after Class Counsel had
27 thoroughly and adequately investigated the claims and became familiar with the strengths and
28 weaknesses of those claims. In particular, the amount of monies allocated to the Class Members,

1 and the assistance of an experienced mediator in the settlement process, among other factors,
2 support the Court’s conclusion that the Settlement is fair, reasonable, and adequate. The
3 amounts agreed to be paid by Defendant SELECTQUOTE INSURANCE SERVICES
4 (“Defendant”), including the individual Settlement Class Award to be paid to Settlement Class
5 Members as provided for by the Settlement Agreement, are fair and reasonable under the facts of
6 this case.

7 The Court hereby grants final approval of attorneys’ fees in the amount of \$173,422.51
8 that will be paid as follows: (1) Diversity Law Group, P.C. in the amount of \$37,574.88; (2) Law
9 Offices of Choi & Associates in the amount of \$37,574.88; (3) Hyun Legal, P.C. in the amount
10 of \$37,574.88; and (4) Polaris Law Group, P.C. in the amount of \$60,697.87.

11 The Court hereby grants final approval of attorneys’ costs in the amount of \$9,112.31 to
12 Class Counsel that will be paid as follows: (1) Diversity Law Group, P.C. in the amount of
13 \$5,064.90; (2) Law Offices of Choi & Associates in the amount of \$4,407.41.

14 The Court hereby grants final approval of an enhancement award in the amount of
15 \$7,500.00 to Named Plaintiff, in addition to his share of the Class Settlement Payment
16 Allocation as a Settlement Class Member, for his time and effort serving as the Class
17 Representative.

18 The Court also hereby grants final approval of the PAGA payment in the amount of
19 \$50,000.00 with 75% or \$37,500.00 to be paid to the Labor Workplace Development Agency
20 and 25% or \$12,500.00 to be paid to the Aggrieved Employees.

21 The Court also hereby approves payment of \$10,500.00 to Phoenix Settlement
22 Administrators, the appointed Settlement Administrator, for the services it has rendered and will
23 render in administering the Settlement as described more fully in the Settlement Agreement.

24 The Court hereby finds that the Class Notice and all related documents have been mailed
25 to all Class Members as previously ordered by the Court, and that such Class Notice fairly and
26 adequately described the terms of the proposed Settlement Agreement, the manner in which
27 Class Members could object to or participate in the Settlement, and the manner in which Class
28 Members could opt out of the Class; was the best notice practicable under the circumstances;

1 was valid, due and sufficient notice to all Class Members; and complied fully with California
2 Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a
3 full and fair opportunity has been afforded to Class Members to participate in the proceedings
4 convened to determine whether the proposed Settlement Agreement should be given final
5 approval. Accordingly, the Court hereby determines that all Class Members who did not file a
6 timely and proper request to be excluded from the Settlement are bound by this Order.

7 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
8 Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the product
9 of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the
10 Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
11 involvement of an experienced mediator, and all Settlement Class Members, and confers a
12 significant financial benefit to the Class commensurate with the likely recovery if Named
13 Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the
14 Settlement Agreement is consistent with public policy, and fully complies with all applicable
15 provisions of law, including the provisions of California Code of Civil Procedure section 382
16 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's
17 defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the
18 Settlement Class Members and the fact that a settlement represents a compromise of the Parties'
19 respective positions rather than the result of a finding of liability at trial all support the Court's
20 decision granting final approval. The following factors also support the decision granting final
21 approval: the risk, expense, complexity and likely duration of further litigation; the risk of
22 attaining and maintaining class action status throughout the proceedings; and the extent of
23 discovery completed and the stage of the proceedings.

24 The reaction of the Class Members to the proposed Settlement further supports the
25 Court's decision granting final approval. There are three (3) requests for exclusion from the
26 Settlement served by Jeffrey W. Mcney, Cherrelle Noyd and Matthew Rothchild. These three
27 individuals shall not be subject to the release provided by Participating Class Members.
28 However, these three individuals will still be subject to the Aggrieved Employees' release and

1 shall also receive their portion of the PAGA Share. Also, no objections have been submitted to
2 the Settlement by any of the Class Members.

3 Phoenix Settlement Administrators shall calculate and administer from the Settlement
4 Amount the following, all of which shall be deducted from the \$520,267.50 Gross Settlement
5 Amount: Settlement Class Awards to be made to the Settlement Class Members; Attorney's Fees
6 and Expenses Payment to Class Counsel; and Enhancement Payment to the Named Plaintiff. A
7 total of \$269,732.68 will be distributed to the Settlement Class Members, which the Court
8 hereby fully and finally approves. Phoenix Settlement Administrators is hereby directed to mail
9 the Individual Settlement Payments in envelopes that bear the notation, "YOUR CLASS
10 ACTION SETTLEMENT CHECK IS ENCLOSED" and take all other actions in furtherance of
11 the settlement administration as specified in the Settlement Agreement.

12 The releases, waivers and covenants not to sue by the Named Plaintiff, as set forth in the
13 Settlement Agreement and in the Class Notice, are approved and are hereby incorporated by
14 reference and made a part of this Order as though fully set forth herein. As more specifically set
15 forth in the Settlement Agreement, by operation of the entry of this Order and Judgment and
16 pursuant to the Settlement, Named Plaintiff waive and release the Released Claims as set forth in
17 the Settlement Agreement, which are barred pursuant to this Order and Judgment.

18 By means of this Final Approval Order, final judgment is entered, as defined in section
19 577 of the California Code of Civil Procedure, binding each Settlement Class Member and
20 operating as a full release and discharge of Released Claims. All rights to appeal this Order or
21 the Judgment have been waived except as specifically permitted in the Settlement Agreement.

22 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
23 obligations under the Settlement or under this Order.

24 Settlement Class Members shall have one-hundred eighty (180) days from the date of
25 issuance of the check to negotiate the check. If (i) any of the class members are current
26 employees of the defendant, (ii) the distribution mailed to those employees is returned to the
27 administrator as being undeliverable, and (iii) the administrator is unable to locate a valid
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mailing address, the administrator shall arrange with the defendant to have those distributions delivered to the employees at their place of employment.

The funds from any checks returned as undeliverable, and any checks not negotiated within 180 days, shall be transmitted California State Controller's office in the name of the class member.

A compliance hearing is set for October 28, 2024 for a Nonappearance Hearing in Department 10 of the above-referenced Court. At least five (5) court days prior to the compliance hearing (October 21, 2024), the Settlement Administrator will provide declaration to the Court that shall describes (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

Without affecting the finality of the Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the action and the Parties for purposes of supervising the implementation, enforcement, construction, administration and effectuation of the Settlement Agreement.

The Parties and Phoenix Settlement Administrators are hereby ordered to implement and comply with the terms of the Settlement Agreement. Notice of entry of this Order and Judgment shall be given by Class Counsel on behalf of Named Plaintiff and all Settlement Class Members by posting a copy on the Settlement Administrator's website. Phoenix Settlement Administrators will provide the following notation on check stubs mailed to class members "The Judgment was entered on January 29, 2024 and you can view a copy of the judgment at <https://www.phoenixclassaction.com/class-action-lawsuits/judgments/>".

IT IS SO ORDERED AND ADJUDGED.

Dated: _____, 2024

HONORABLE HAROLD W. HOPP
RIVERSIDE COUNTY SUPERIOR COURT JUDGE