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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SEP 12 2023

E. Escobedo

5 Attorneys for Plaintiff and the Class
* ADDITIONAL ATTORNEYS ON FOLLOWING PAGE

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

9 TRAVIS THOMPSON, on behalf himself) Case No. CVRI2200129
10 and on of all others similarly situated,)
11) [Assigned for All Purposes to Honorable Harold
Plaintiff,) Hopp in Dept 1]
12)
13 vs.)
14) ~~AMENDED PROPOSED~~ ORDER
SELECTQUOTE INSURANCE SERVICES,) GRANTING PRELIMINARY APPROVAL
15 a California Corporation; and DOES 1) OF CLASS ACTION SETTLEMENT AND
through 100, inclusive,) SETTING A FINAL APPROVAL HEARING
16)
Defendants.)
17) Date: September 15, 2023
18) Time: 8:30 a.m.
19) Department: 1
20) RES. ID: Per 6/14/23 Minute Order

ADDITIONAL COUNSEL

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Attorneys for Plaintiff and the Class

1 On January 11, 2022, Plaintiff TRAVIS THOMPSON ("Plaintiff") filed a putative class
2 action Complaint in Riverside Superior Court (Case No. CVRI2200129) on behalf of himself and
3 all similarly situated individuals against Defendant SELECTQUOTE INSURANCE SERVICES
4 ("Defendant" or "SelectQuote"). In the operative Second Amended Complaint ("SAC"), Plaintiff
5 alleges the following causes of action (1) Violation of Labor Code §§ 510, 558, 1194, 1194.2,
6 1197 and 1197.1; (2) Violation of Labor code §§ 226.7 and 512; (3) Violation of Labor Code §
7 226.7; (4) Violation of Labor Code § 226; (5) Violation of Labor Code § 2802; (6) Violation of
8 Bus. & Prof. Code § 17200, *et seq.*; and (7) Violation of Labor Code § 2698, *et seq.*

9 Plaintiff now seeks approval of a settlement between Plaintiff and SELECTQUOTE
10 INSURANCE SERVICES ("Defendant" or "SelectQuote").

11 After engaging in formal written discovery, informal discovery, obtaining the putative
12 class members' data and performing a damage analysis, the parties engaged in a full day mediation
13 with mediator Honorable Brian Walsh (Ret.) which ultimately resulted in a settlement.

14 Plaintiff's Motion for Preliminary Approval of Class Action Settlement was filed with the
15 Court on August 17, 2023. A hearing was held before this Court on September 15, 2023.

16 The Court has considered the Class Action Settlement Agreement and Release of Claims
17 ("Settlement Agreement"), the Class Notice and all other papers filed in this action.

18 NOW THEREFORE, IT IS HEREBY ORDERED:

19 1. All defined terms contained herein shall have the same meanings as set forth in the
20 Settlement Agreement;

21 2. The Class Representative and Defendant, through their counsel of record in the
22 Litigation, have reached an agreement to settle all claims in the Litigation on behalf of the Class as
23 a whole;

24 3. The Court hereby conditionally certifies the following Class for settlement
25 purposes only:

26 "All Defendant's current and former non-exempt sales employees in
27 California who were employed at any time during the Class Period (January
28 11, 2018 through the date on which Plaintiff files a motion for preliminary
severance and release agreements covering the claims alleged in this Action,

1 in relation to reductions in force”.

2 (Settlement Agreement ¶¶ I.C., I.I.).

3 Should for whatever reason the Settlement Agreement and Judgment not become Final, the
4 fact that the parties were willing to stipulate to certification of a class as part of the Settlement
5 Agreement shall have no bearing on, or be admissible in connection with, the issue of whether a
6 class should be certified in a non-settlement context, as to any action between the Class
7 Representative and Defendant.

8 4. The Court appoints and designates: (a) Plaintiff Travis Thompson as the Class
9 Representative and (b) Edward W. Choi of the Law Offices of Choi & Associates, Larry W. Lee
10 of Diversity Law Group, P.C., Dennis S. Hyun of Hyun Legal, APC, and William L. Marder of
11 Polaris Law Group, LLP, as Class Counsel for the Class. Class Counsel is authorized to act on
12 behalf of the Class with respect to all acts or consents required by, or which may be given,
13 pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the
14 Settlement Agreement and its terms. Any Class Member may enter an appearance through his or
15 her own counsel at such Class Member’s own expense. Any Class Member who does not enter an
16 appearance or appear on his or her own behalf will be represented by Class Counsel.

17 5. The Court hereby approves the terms and conditions provided for in the Settlement
18 Agreement.

19 6. The Court hereby preliminarily approves the Settlement Agreement and the Class
20 Settlement Fund in the amount of \$475,000.00, which is to be distributed as follows: out of the
21 Class Settlement Fund, (a) up to \$7,500.00 is to be paid to the Class Representative for his
22 services to the Class; (b) a total of up to \$158,333.33 shall be paid to Class Counsel for attorneys’
23 fees and up to \$30,000.00 reimbursement of actual costs incurred; and (c) the Settlement
24 Administrator shall be paid for its fees and costs relating to the settlement administration process
25 in the amount of up to \$10,500.00.

26 7. The Court finds that on a preliminary basis the Settlement Agreement appears to be
27 within the range of reasonableness of a settlement, Class Representative service award, Class
28 Counsel fees and costs, the settlement administration fees, and the allocation of payments to

1 Qualified Claimants, that could ultimately be given final approval by this Court. It appears to the
2 Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential
3 Class Members when balanced against the probable outcome of further litigation relating to
4 liability and damages issues. It also appears that extensive and costly investigation, research, and
5 court proceedings have been conducted so that counsel for the parties are able to reasonably
6 evaluate their respective positions. It appears to the Court that settlement at this time will avoid
7 substantial additional costs by all parties, as well as avoid the delay and risks that would be
8 presented by the further prosecution of the Litigation. It also appears that settlement has been
9 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

10 8. A hearing (the “Final Approval Hearing”) shall be held before this Court on
11 January 29, 2024 at 8:30 a.m. in Department 1 of the Superior Court of the State of California,
12 County of Riverside to determine all necessary matters concerning the Settlement Agreement,
13 including whether the proposed settlement of the action on the terms and conditions provided for
14 in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by
15 the Court and whether a Judgment, as provided in the Settlement Agreement, should be entered
16 herein. At this same time, a hearing on Class Counsel’s motion for attorneys’ fees and
17 reimbursement of litigation costs and the Class Representative’s service award shall also be held.

18 9. The Court hereby approves, as to form and content, the Notice of Pendency of
19 Class Action and Proposed Settlement (“Class Notice”), Request for Exclusion Form (“Opt Out
20 Form”) and Objection Form (“Objection Form”) that are attached as Exhibits A, B and C to this
21 Order.

22 10. The Court appoints and designates Phoenix Settlement Administrators as the
23 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
24 approved Class Notice, Opt Out Form and Objection Form within twenty four (24) calendar days
25 of the Preliminary Approval Order using the procedures set forth in the Settlement Agreement.
26 The Settlement Administrator is further ordered to file with the Court a declaration with copies of
27 any exclusions or objections it received to the proposed settlement concurrently with the filing of
28 the Motion for Final Approval of the Settlement.

1 11. Any Class Member may choose to opt out of and be excluded from the settlement
2 as provided in the Settlement Agreement and Class Notice and by using the Opt Out Form or by
3 following the instructions for requesting exclusion. Any person who timely and properly opts out
4 of the settlement will not be bound by the Settlement Agreement or have any right to object,
5 appeal, or comment thereon. Any Opt Out request must be in writing and signed by each such
6 Class Member opting out and must otherwise comply with the requirements delineated in the and
7 Class Notice. Any Opt Out request must be sent to the Settlement Administrator and not filed
8 with the court. Class Members who have not requested exclusion by submitting a valid and timely
9 Opt Out request, by the Opt Out Deadline, shall be bound by all determinations of the Court, the
10 Settlement Agreement, and Judgment.

11 12. Any Class Member may object to and/ or express his or her views regarding the
12 Proposed Settlement and may present evidence and briefs or other papers that may be proper and
13 relevant to the issues to be heard and determined by the Court as provided in the Class Notice to
14 the Settlement Administrator. Any Class Member must make his or her objection in the manner
15 provided for in the Settlement Agreement and Class Notice. Any objection request must be sent to
16 the Settlement Administrator and not filed with the court. Any Class Member that serves a proper
17 written objection does not need to appear at the Motion for Final Approval for that Class
18 Member's objection to be considered. Class Counsel will provide notice to any objecting party of
19 any continuance of the hearing of the Motion for Final Approval by first class mail.

20 13. Defendant must exercise any right it may have to terminate the Settlement.
21 Agreement by no later than fourteen (14) calendar days prior to the final fairness hearing.

22 14. The Motion for Final Approval shall be filed by the Class Representative no later
23 than sixteen (16) court days before the Final Approval Hearing.

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1 15. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and all dates provided for in the Settlement Agreement. In the event the hearing date is
3 continued, Class Counsel will provide notice to any objecting party of any continuance of the
4 hearing of the Motion for Final Approval by first class mail. The Court retains jurisdiction to
5 consider all further applications arising out of or connected with the Settlement Agreement.

6 IT IS SO ORDERED.

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8 DATED: _____

9/12/23



Honorable Harold W. Hopp
Judge of the Superior Court

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