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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 28 2026

BY _____
VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

AARON VAZQUEZ, RAHMAN PINCKNEY, VISAVANH SOKANTHONG, and MICHELLE MAESTAS, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiffs, vs. WAY.COM, INC., a Delaware Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CIVSB2216363 *[Assigned to Hon. Kevin Lee, Dept S26, for all purposes]* **~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF JUDGMENT**

The Motion for Final Approval filed by Plaintiffs Aaron Vazquez, Rahman Pinckney, Visavanh Sokanthong, and Michelle Maestas, addressing the Settlement set forth in the Class Action and PAGA Settlement Agreement and Release of Claims ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendant Way.com, Inc. ("Defendant").

Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement

Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to the Class, and the Court having considered the Settlement Agreement, all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter over this Action, Class Representative Angela Avalos, the Class Members, and Defendant.

3. For purposes of effectuating this Order and Judgment, this Court has certified the following class: "All current and former nonexempt employees and Insurance Agents employed by Defendant in California during the Class Period of July 27, 2018, through October 31, 2025." The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

4. As set forth in the Settlement Agreement, Aggrieved Employees includes: "all current and former nonexempt employees and Insurance Agents employed by Defendant in California during the PAGA Period of July 27, 2021, through October 31, 2025."

5. The Court finds that the distribution of the Class Notice, as provided for in the Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable under the circumstances to all Class Members and fully met the requirements of California law and due process under the California and United States Constitution. Based on evidence and other material submitted, the actual notice to the class was adequate.

6. The Court finds that the instant Action presented a good faith dispute of the claims alleged, and the Court finds in favor of settlement approval.

7. The Released Class Claims on behalf of the Participating Class Members included: "the claims stated in the Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3)

failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period."

8. The Released PAGA Claims on behalf of the Aggrieved Employees included: "all PAGA claims that Plaintiffs alleged against the Released Parties based on the facts stated in the relevant LWDA notice letter and only to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay wages each period, (8) failure to timely pay final wages, (9) failure to provide accurate itemized wage statements, and (10) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period."

9. There were no objections and no Requests for Exclusion to the Settlement. Thus, all Class Members are Participating Class Members who are entitled to an Individual Class Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

10. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

11. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

12. With respect to the Class and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the

Class Members, and there is a well-defined community of interest among the Class Members with respect to the subject matter of the Action; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative has fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiffs in their individual and representative capacities and for the Class.

13. By this Judgment, the Class Representatives shall release, relinquish, and discharge, and each of the Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Class Claims, as defined in the Settlement Agreement.

14. Neither the Settlement Agreement nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class Representatives or Participating Class Members as an admission of, or evidence of, the validity of any of the Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class Representatives or Participating Class Members as an admission of, or evidence of, any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the other Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. The Settlement Amount to be paid under the Settlement Agreement is $350,000. From this amount, Class Counsel sought attorney's fees of $116,666.66 and litigation expenses of $25,439.18, Service Awards to the Class Representatives totaling $35,000, with $10,000 each

to Plaintiffs Vazquez, Pinckney, and Sokanthong, and $5,000 to Plaintiff Maestas, a payment to the Settlement Administrator, Phoenix Settlement Administrators, of $9,000, and $15,000 to the LWDA for PAGA penalties and $5,000 to the Aggrieved Employees for PAGA Penalties. Defendant does not oppose these requests. In addition, and concurrently with paying the Settlement Amount, Defendant shall separately pay all employer payroll taxes owed on the wage portion of the Individual Class Payments, which shall be reported through the Settlement Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

A. $116,666.66 to Class Counsel for attorneys' fees;

B. $25,439.18 to Class Counsel for litigation expenses;

C. $10,000 to Class Representative Aaron Vazquez as a Service Award;

D. $10,000 to Class Representative Rahman Pinckney as a Service Award;

E. $10,000 to Class Representative Visavanh Sokanthong as a Service Award;

F. $5,000 to Class Representative Michelle Maestas as a Service Award;

G. $9,000 to the Administrator, Phoenix Settlement Administrators;

H. $15,000 to the LWDA;

I. $5,000 to the Aggrieved Employees on a pro rata basis;

J. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

16. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA Payments and issue all payments within in accordance with the Settlement Agreement and this Order/Judgment.

17. Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of

Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [*insert date*], 2026, the Superior Court of California for the County of San Bernardino entered Judgment in the case entitled *Vazquez, et al. v. Way.com, Inc.*, Case No. CIVSB2216363, on behalf of all current and former nonexempt employees and Insurance Agents employed by Defendant in California during the Class Period of July 27, 2018, through October 31, 2025."

18. Defendant is directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments from the Net Settlement Amount, as well as the Aggrieved Employees Individual PAGA payment, and issue all payments within in accordance with the Settlement Agreement. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Participating Class Member or Aggrieved Employee does not negotiate a check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office for the State of California in the name of the person.

19. The following dates shall govern for purposes of this implementing this Order/Judgment:

September 28, 2026	Final Approval Order is entered and the Effective Date occurs
Ongoing Funding Obligations	Defendant shall fund the Settlement Amount pursuant to the payment plan set forth in S.A. ¶ 64
December 16, 2026	The Settlement Administrator shall make the "First Distribution" by mailing prorate amounts of the Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payments to the Class Representatives, payment to the LWDA for PAGA Penalties, and Settlement Administration Costs.
December 16, 2027	The Settlement Administrator shall make the "Second Distribution" by mailing the remaining balances owed of the Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved

	Employees, payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payments to the Class Representatives, payment to the LWDA for PAGA Penalties, and Settlement Administration Costs.
June 13, 2028	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks from the Second Disbursement, including checks re-issued for the First Disbursement (*see* S.A. ¶ 66(a)), after which any uncashed checks will be voided and forwarded to the State Controller, pursuant to the Settlement Agreement, this Order and applicable law.
July 28, 2028	Deadline to file Declaration by Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) status of issuing payment to the State Controller.
Date: Aug 25, 2028 Time: 8:30 a.m.	Final Disbursement Hearing *Proposed Date of August 25, 2028*

20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: SEP 28 2026

Hon. Kevin Lee