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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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

**DECLARATION OF RYAN MCNAMEE OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: August 12, 2025

Time: 8:30 a.m.

Dept.: 43

Judge: Hon. Benjamin F. Coats

1 I, Ryan McNamee, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Vance v. CS Contract Solutions, LLC*,
6 matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 100 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court*
19 *Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval*, (referred to
20 as “Class Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving disputes
21 among Settlement Class Members regarding the number of workweeks recorded by Defendants during
22 the Class Period, as stated on their individualized Class Notice.; (d) calculating individual settlement
23 award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as
24 required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable
25 tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement;
26 and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court
27 for Apex to perform.

1 4. On April 3, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content for
2 the Class Notice Packet. Apex then generated a draft of the formatted Class Notice Packet, which
3 received approval from the Parties' Counsel before being mailed.

4 5. On April 18, 2025, Counsel for the Defendants provided Apex with the class data file, comprising
5 the names, social security numbers, last known mailing addresses, and the total number of relevant
6 workweeks worked by each Settlement Class Member. The data file was successfully uploaded to our
7 database, where it underwent a thorough review to identify any duplicates or potential inconsistencies.
8 The Class List consisted of a total of 133 individuals.

9 6. In preparation for the mailing process, all 133 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
13 Notice Packet. The NCOA database contains records of requested address changes submitted to the
14 USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the
15 Class Notice Packet. However, in cases where no updated address was found in the NCOA database, the
16 original address provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

17 7. On May 2, 2025, The Class Notice Packet was sent to all 133 individuals listed in the Class List
18 using U.S First Class Mail. A copy of the mailed Class Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 12 returned Class Notice Packets as
20 undeliverable. Apex conducted a computerized skip trace on the 12 returned Class Notice Packets in
21 order to acquire updated addresses for the purpose of re-mailing the Class Notice Packet. This skip trace
22 effort resulted in obtaining 11 updated addresses, to which we promptly re-mailed the Class Notice
23 Packets via U.S First Class Mail.

24 9. As of the date of this declaration, there have been 11 Class Notice Packets re-mailed as a result
25 of Apex's skip-tracing efforts.

26 10. As of the date of this declaration, 1 Class Notice Packets has been considered undeliverable as
27 no updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement was July 1, 2025.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was July 1, 2025.

5 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
6 deadline for submitting a dispute was July 1, 2025.

7 14. As of the date of this declaration, Apex will report 133 Participating Class Members, constituting
8 100% of the total 133 Settlement Class Members.

9 15. The total number of workweeks worked by Participating Class Members during the Class Period
10 is 5,864.00. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$275,434.00 and was calculated by subtracting the requested attorneys' fees (\$170,966.00), the amount
12 requested for litigation costs and expenses (\$25,000.00), the requested Service Award (\$25,000.00), the
13 requested Settlement Administration Costs (\$6,500.00), and the PAGA Penalties (\$10,000.00) from the
14 Gross Settlement Amount (\$512,900.00).

15 16. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
16 to be approximately \$5,683.41, the *average* Individual Settlement Amount is currently estimated to be
17 approximately \$2,070.93, and the *lowest* Individual Settlement Amount is currently estimated to be
18 approximately \$46.97. These amounts are subject to employee-side tax and withholdings.

19 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$2,500.00) will be allocated to
20 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
21 cannot opt out of the PAGA settlement. There are 133 Aggrieved Employees who worked a total of
22 5,864.00 weeks during the PAGA Period.

23 18. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$51.59 the
24 *average* individual PAGA share is approximately \$18.80, and the *lowest* individual PAGA share is
25 approximately \$0.43.

26 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$6,500.00 Apex will proceed with additional tasks related to this
28 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 10th day of July 2025,
5 in Irvine, California.

6
7
8 *Ryan McNamee*
9 _____

10 RYAN MCNAMEE
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Exhibit A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

*Vance v. CS Contract Solutions, LLC, Superior Court of the State of California,
County of Ventura, Case No. 2023CUOE012162*

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS
NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant CS Contract Solutions, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Karl Vance (“Plaintiff”). No court or jury has made any determination regarding the merits of Plaintiff’s claims, or that the claim can be pursued as a class action. The Parties have voluntarily reached a settlement to avoid the expenses and disruption of class litigation.

The proposed Settlement has two main parts: (1) a Class Settlement whereby Defendant has agreed to fund Individual Class Payments to 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) (“Class Members”), and (2) a PAGA Settlement whereby Defendant has agreed to fund the PAGA Penalties and pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to 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) (“Aggrieved Employees”). Defendant denies Plaintiff’s claims and denies any and all liability or wrongdoing.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «Est_Class_PMT» (less withholding), and your Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT».** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant’s records showing that **you worked «Class_Weeks» Workweeks** during the Class Period and **you worked «PAGA_Pay_Periods» pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice, meaning that the Court has preliminarily determined that the settlement is fair and reasonable. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment reflecting the terms of the Settlement, under which Defendant will make payments under the Settlement and Class Members and Aggrieved Employees will give up their rights to assert certain claims against Defendant.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (“Released Class Claims”).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is July 1, 2025.	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid an Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.

Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline July 1, 2025	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the August 12, 2025, Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on August 12, 2025, at 8:30 a.m. , at the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009, in Department 43 before Judge Benjamin F. Coats. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline July 1, 2025	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by July 1, 2025 . See Section 5 of this Notice

1. What is action about?

Plaintiff was an employee of Defendant. The Action claims that Defendant violated California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide required expense reimbursement, failing to provide accurate itemized wage statements, failing to provide wages when due, failure to pay sick wages, and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”). The First Amended Complaint, filed June 20, 2024, is the Operative Complaint in the Action.

Defendant denies all liability and maintains that it has paid all employees all wages and sick pay due, provided all required breaks, paid all required expense reimbursements, and furnished accurate wage statements.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

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).

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits, or that Plaintiff can bring this claim on behalf of anyone but themselves. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants has agreed to pay an “all in” amount of Four Hundred Ninety Thousand Dollars (\$490,000) (“Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. 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. The “Effective Date” means the date the Judgment is entered, unless there are objections or an appeal, in which case it is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$8,000 for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$163,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payment.** A Class Representative Service Payment in an amount not more than \$25,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$10,000 relating to Plaintiff’s claim under PAGA, \$7,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$2,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. 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. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is May 8, 2022 through December 21, 2024.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$258,667. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant’s records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment and/or Individual PAGA Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment. If you do not inform the Administrator of an updated address, the Administrator's mailing of your settlement check to the address on file shall be deemed sufficient proof of delivery of your settlement proceeds.

Tax Matters. Fifteen Percent (15%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty-five Percent (85%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks remitted to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, 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.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, 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.

Released Parties. The Released Parties 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.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendant's records reflect that you worked «Class_Weeks» Workweeks during the Class Period (July 28, 2019 through December 21, 2024).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is «Est_Class_PMT».

Defendant's records reflect that you worked «PAGA_Pay_Periods» PAGA Pay Periods during the during the PAGA Period (May 8, 2022, through December 21, 2024). Based on this information your estimated Individual PAGA Payment is «Est_PAGA_PMT».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is July 1, 2025. You may also fax the dispute to Apex Class Action, LLC (949) 989-4428 or email the dispute to claims@apexclassaction.com by no later than the July 1, 2025, Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on the Parties' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is July 1, 2025. You may also fax your request to opt out to Apex Class Action, LLC (949) 989-4428 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Vance v. CS Contract Solutions, LLC* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Vance v. CS Contract Solutions, LLC*, Case No. 2023CUOE012162. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619. Written requests for exclusion that are postmarked after July 1, 2025, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

A Participating Class Member who disagrees with any aspect of the Agreement may wish to object to the Settlement. **The Response Deadline for sending written objections to the Administrator is July 1, 2025.** You may also fax the dispute to (949) 989-4428 or email the dispute to claims@apexclassaction.com by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Vance v. CS Contract Solutions, LLC*, Case No. 2023CUOE012162, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action, LLC

Email Address: claims@apexclassaction.com

Mailing Address: P.O. Box 54668, Irvine, CA 92619

Telephone Number: (800) 355 - 0700

Fax Number: (949) 989-4428

Settlement Website: <https://apexclassaction.com/cscontract>

Please scan the QR code to directly take you to the settlement website.



Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <http://www.ventura.courts.ca.gov/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

QUESTIONS REGARDING OBJECTIONS, REQUESTS FOR EXCLUSION, AND ANYTHING ELSE IN THIS NOTICE SHOULD BE DIRECTED TO THE ADMINISTRATOR, APEX CLASS ACTION, WHOSE CONTACT INFORMATION IS ABOVE.

Class Counsel and their contact information is as follows:

Kyle Nordrehaug

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9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at 8:30 a.m. (Pacific Standard Time) on August 12, 2025, in Department 43 of the Superior Court of California, County of Ventura, at 800 South Victoria Avenue, Ventura, California 93009, before Judge Benjamin F. Coats. At this hearing, the Court will consider whether the Gross Settlement Amount is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Gross Settlement Amount and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the procedure at <http://www.ventura.courts.ca.gov/>, or by telephone using Courtcall (<https://www.courtcall.com/>) at 888-882-6878. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Internet via the Case Inquiry page for the California Superior Court for the County of Ventura (<https://www.ventura.courts.ca.gov/case-inquiry.html>) and entering the Case No. 2023CUOE012162. It will also be posted on the Administrator's website for this settlement: <https://apexclassaction.com/cscontract>.

10. How Can I Get More Information?

You may call the Administrator at (800) 355 – 0700 or write to *Vance v. CS Contract Solutions, LLC* Administrator, c/o Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to the Administrator's website for this settlement: <https://apexclassaction.com/cscontract>, where these documents will be posted as they become available, by reaching out to the Administrator, or examining the Court's file on the Internet via the Case Inquiry page for the California Superior Court for the County of Ventura (<https://www.ventura.courts.ca.gov/case-inquiry.html>) and entering the Case No. 2023CUOE012162. If you wish to view the Court files in person, you do so at the Clerk's Office at 1800 South Victoria Avenue, Ventura, California 93009. Please **scan the QR code** to directly take you to the settlement website.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.



IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.