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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND 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**

NOTICE OF ENTRY OF JUDGMENT

Judge: Hon. Benjamin F. Coats
Dept.: 43

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

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on Sepetmber 17, 2025, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6

7 Dated: November 5, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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By: */s/ Kyle Nordrehaug*
 Kyle R. Nordrehaug
 Attorneys for Plaintiffs

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On November 5, 2025, I served the document(s) described as:

1. Notice of Entry of Judgment

X (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following confirmed e-mail address(es):

DUGGAN McHUGH
Laura McHugh
Christina Bucci Hamilton
Vivian Webber
641 Fulton Avenue, Suite 100
Sacramento, CA 95825
Emails: christina@dugganmchugh.com; vivian@dugganmchugh.com;
laura@dugganmchugh.com; nicole@dugganmchugh.com;

Attorneys for Defendant

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 5, 2025, at La Jolla, California.

By: /s/ Kyle Nordrehaug
Kyle R. Nordrehaug, Esq.

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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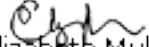
VENTURA SUPERIOR COURT

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

FINAL APPROVAL ORDER AND JUDGMENT

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

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Ventura, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Twelve
16 Thousand Nine Hundred Dollars (\$512,900), which is the original amount of Four Hundred
17 Ninety Thousand Dollars (\$490,000) plus Twenty-Two Thousand Nine Hundred Dollars from the
18 escalator provision, and the terms set forth in the Agreement are fair, reasonable, and adequate.
19 The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
20 Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation
21 Expenses Payment, Class Representative Service Payment, and the Administration Expenses
22 Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant,
23 and excludes any employer payroll taxes, if any, due on the portion of the Individual Class
24 Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the
25 separate additional obligation of Defendant.
- 26 4. The Court further finds that the Settlement was the result of arm’s length
27 negotiations conducted after Class Counsel had adequately investigated the claims and became
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1 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
2 Settlement, and the assistance of an experienced mediator in the settlement process, among other
3 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

4 **Preliminary Approval of the Settlement**

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

9 **Notice to the Class**

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

21 7. The Response Deadline for opting out or submitting written objections to the
22 Settlement was July 1, 2025, which for re-mailings was extended by fourteen (14) days. There
23 was an adequate interval between notice and the deadline to permit Class Members to choose what
24 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
25 Members to participate in this hearing, and all Class Members and other persons wishing to be
26 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
27 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
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1 Court determines that all Class Members who did not timely and properly submit a request for
2 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

3 **Fairness of the Settlement**

4 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
5 48 Cal.App.4th 1794, 1801 (1996).

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

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

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

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

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

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

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

25 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

26 11. From the Gross Settlement Amount, an award of \$159,721 for attorneys' fees,
27 representing one-third of the Gross Settlement Amount, and \$19,132.28 for litigation costs and
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1 expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked
2 by Class Counsel, and the results achieved by Class Counsel. The requested award has been
3 supported by Class Counsel's lodestar and billing statement.

4 **Class Representative Service Payment**

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

11 **Administration Expenses Payment**

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

18 **PAGA Penalties**

19 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
20 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development
21 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties and \$2,500 to
22 the Aggrieved Employees as the Individual PAGA Payments pursuant to the PAGA. The
23 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
24 Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Pay
25 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
26 result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all
27 individuals employed by Defendant as non-exempt employees in the State of California at any
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1 time during the PAGA Period (May 8, 2022 through December 21, 2024). Pursuant to Labor
2 Code section 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement and these
3 settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties
4 to be reasonable.

5 **II.**

6 **ORDERS**

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

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

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

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

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

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

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

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

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

3 22. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
4 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
5 entry.

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

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

25 25. If the Agreement does not become final and effective in accordance with the terms
26 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
27 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
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1 revert to their respective positions as of before entering into the Agreement, and expressly reserve
2 their respective rights regarding the prosecution and defense of this Action, including all available
3 defenses and affirmative defenses, and arguments that any claim in the Action could not be
4 certified as a class action and/or managed as a representative action.

5 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

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

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

14 (a) All Participating Class Members are deemed to release, on behalf of
15 themselves and their respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors, and assigns, the Released Parties from the Released Class Claims. The
17 "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged,
18 based facts stated in the Operative Complaint which occurred during the Class Period during
19 employment in a non-exempt position in California, and any future amendments to the Operative
20 Complaint, including, state wage and hour claims for any and all violations of California's Labor
21 Code and Unfair Competition Law based on Defendant's failure to pay for all hours worked
22 (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to
23 authorize and permit rest periods, failure to timely pay final wages at termination, failure to
24 furnish accurate itemized wage statements, failure to indemnify employees for expenditures,
25 failure to pay sick pay, and all damages interest, penalties, attorneys' fees, costs, and other
26 amounts recoverable under said causes of action under California law, to the extent permissible.
27 Except as expressly set forth in the Agreement, Participating Class Members do not release any
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1 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
2 Employment and Housing Act, unemployment insurance, disability, social security, workers'
3 compensation, or claims based on facts occurring outside the Class Period. The "Released
4 Parties," as used herein, are Defendant, defendant Frontier Communications of America, Inc., and
5 defendant Frontier California, Inc., together with their former and present parent entities, directors,
6 officers, shareholders, members, member managers, owners, agents, attorneys, representatives,
7 insurers, affiliates, predecessors, successors, assigns and subsidiaries.

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

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

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

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

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

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8 Dated: 09/15/2025



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