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Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JANINE VAN VLEET and ALEXANDRIA MEDINA, individually, on a representative basis, and on behalf of all others similarly situated;

Plaintiff,

vs.

SOUTHWEST ANSWERING SERVICE, INC., a Nevada Corporation; and DOES 1 through 20, inclusive;

Defendants.

Case No.: 24STCV16768
[Assigned to Hon. Elihu M. Berle, Dept. 6, for all purposes]

DECLARATION OF CASSANDRA POLITES OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Complaint filed: July 8, 2024

I, Cassandra Polites, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for ILYM Group, Inc., (herein after referred to as "ILYM Group"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned, *Van Vleet et al. v. Southwest Answering Service, Inc.* matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in administering Class Action Settlements, including direct mail services, database management, claims processing and settlement fund distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval,* (referred to as "Class Notice Packet"); (b) receiving and processing requests for exclusion and objections to the Settlement; (c) resolving Class Members' disputes over the number of workweeks Defendant has record of them working during the Class Period, which was pre-printed on their individualized Class Notice; (d) establishing a QSF account and calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On September 9, 2026, ILYM Group received the Court approved text for the Class Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice Packet, which was approved by the Parties' Counsel prior to mailing.

5. On September 15, 2026, ILYM Group received the class data file from Counsel for Defendant, which contained the name, social security number, last known mailing address, prior payments and the number of workweeks for each Class Member and Aggrieved Employee. The data file was uploaded to our database and checked for duplicates and other possible discrepancies. The Class List contained unique records for 134 individuals who worked a total of 12,206 work weeks.

6. As part of the preparation for mailing, all 134 names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice Packet. To the extent that no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

7. On September 24, 2026, the Class Notice Packet was mailed via U.S First Class Mail, to all 134 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Class Notice Packet.

8. As of the date of this declaration, 15 Class Notice Packets have been returned to our office of which none were returned with a forwarding address. ILYM Group performed a computerized skip trace on the 15 returned Class Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice Packet. As a result of this skip trace, 15 updated addresses were obtained and the Class Notice Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail.

9. As of the date of this declaration, 15 Class Notice Packets have been re-mailed.

10. As of the date of this declaration, no Class Notice Packet has been deemed undeliverable.

11. As of the date of this declaration, ILYM Group has not received any request for exclusion. The deadline to request exclusion from the Settlement is November 23, 2026.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to submit a written objection to the Settlement is November 23, 2026.

13. As of the date of this declaration, ILYM Group has not received any disputes from a Class Member. The deadline to submit a work week dispute is November 23, 2026.

14. The Net Settlement Amount available to Participating Class Members is estimated to be $75,374.09 and was calculated by subtracting the requested attorneys' fees of $66,666.66, the amount allocated for litigation costs and expenses of $11,515.39, the requested Class Representative Service Payments of $10,000.00, the requested Administration Expenses Payment of $5,950.00, the LWDA Payment of $6,500.00, the PAGA Penalties allocation to Aggrieved Employees of $3,500.00, and $20,493.86 as a credit for Prior Payments made by Defendant from the Gross Settlement Amount $200,000.00.

15. As of this date, there are 134 Class Members who did not submit a timely and valid Request for Exclusion and are therefore deemed to be Participating Class Members. The Individual Class Payment is allocated on a pro rata basis using their work weeks worked.

16. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to be approximately $1,568.79, the *average* Individual Class Payment is currently estimated to be approximately $408.24 and, the *lowest* Individual Class Payment is currently estimated to be approximately $6.17. These amounts are subject to employee-side tax and withholdings.

17. Pursuant to the Agreement, 35% of the PAGA Penalties payment ($3,500.00) will be allocated to Aggrieved Employees regardless of whether he or she opted outs of the Class

Settlement ("Employee PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA Settlement. The Employee PAGA Amount is allocated on a pro rata basis using their PAGA Pay Periods. There are 45 Aggrieved Employees who worked 2,055 pay periods during the PAGA period.

18. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently estimated to be approximately $102.19, the *average* Individual PAGA Payment is currently estimated to be approximately $77.78 and the *lowest* Individual PAGA Payment is currently estimated to be approximately $3.41.

19. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of settlement administration, are $5,950.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 20th day of October 2026, at Tustin, California.

CASSANDRA POLITES

EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL
Janine Van Vleet and Alexandria Medina v. Southwest Answering Service, Inc.
Los Angeles Superior Court, Case Nos. 24STCV16768 and 24CHCV03307

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.

Attention: All current and former non-exempt employees employed by Southwest Answering Service, Inc. ("Southwest") in California at any time from July 8, 2020, to December 31, 2025 (the "Class Period"), you are a "Class Member" in a class action settlement.

You may be eligible to receive money as a Class Member in a class action lawsuit ("Action") against Defendant Southwest for alleged wage and hour violations. The Action was filed by Janine Van Vleet and Alexandria Medina ("Plaintiffs" and "Class Representatives") and seeks payment of unpaid wages, statutory damages, interest and attorneys' fees on behalf of all Class Members (defined above). Additionally, the Action seeks civil penalties under the California Private Attorney General Act ("PAGA") for all current and former nonexempt employees employed by Southwest in California at any time from July 8, 2023, through December 31, 2025 (the "PAGA Period"), who are referred to as "Aggrieved Employees."

Southwest strongly denies violating any laws or failing to pay any wages and contends it complied with and continues to comply with all applicable laws. Southwest is settling the Action in order to avoid the further burden and expense of litigation.

With this preliminary approval of the settlement, the Court has not made any decision as to whether Plaintiffs can or will win the Action. In other words, the Court has not said that Southwest violated any law, or that Plaintiffs or any other person is entitled to receive money or any other relief.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Southwest to fund Individual Class Payments, and (2) a PAGA Settlement requiring Southwest to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA") and the Aggrieved Employees. Based on Southwest's records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

<<NAME>> SWAN006

Calculations and Data Points for Estimated Individual Class Payment		
Weeks Worked during Class Period	**Prior Payment Received *(if any)***	***Estimated* Individual Class Payment**
234.00	**$1,197.42**	**$100.00**

Calculations and Data Points for Estimated Individual PAGA Payment	
Pay Periods during PAGA Period	***Estimated* Individual PAGA Payment**
36.00	**$61.31**

Based on Southwest's records, your Individual Class Payment (less withholding) and your Individual PAGA Payment (to the extent applicable) are shown in the charts above, along with the Weeks you are credited with working during the Class Period and during the PAGA Period, and any "Prior Payments" that you received (the phrase "Prior Payments" refers to the amounts Southwest paid to Class Members in connection with settlement agreements and releases Southwest obtained from certain Class Members relating to the claims alleged in this Action). The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Southwest's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

If you believe that you worked more Work Weeks during either period than what Southwest's records show, you can submit a challenge by the November 23, 2026 (the "Response Deadline"). For additional information on the Response Deadline, see Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. 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

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Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Southwest to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Southwest.

If you were employed by Southwest during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
OPT-OUT (EXCLUDE YOURSELF) **RESPONSE DEADLINE: NOVEMBER 23, 2026**	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. If you opt-out, you will no longer be a Class Member, and you will (1) not receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Southwest must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section **6** of this Notice.
OBJECT **RESPONSE DEADLINE: NOVEMBER 23, 2026**	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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice.
DISPUTE YOUR WORKWEEKS WORKED **RESPONSE DEADLINE: NOVEMBER 23, 2026**	If you believe that your number of Weeks Worked listed above is incorrect, you may challenge it. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Weeks you worked during the Class Period and how many Weeks you worked during the PAGA Period, respectively. The number of Weeks for which you received credit is shown in the chart on the first page, and are based on Southwest's records. If you disagree with either of these numbers, you must submit a challenge by the deadline. See Section **4** of this Notice.

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

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT ITS NOT REQUIRED	
DATE: **DECEMBER 22, 2026** **TIME:** **9:00 A.M.**	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You do not 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 **8** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs and Class Representatives Janine Van Vleet and Alexandria Medina are former employees of Southwest. The Action accuses Southwest of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest period premiums, vested vacation wages, and wages due upon termination, and failing to provide meal periods, rest breaks, reimbursement for expenses, and accurate itemized wage statements. Based on the same claims, Plaintiff Van Vleet has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

Southwest strongly denies violating any laws or failing to pay any wages and contends it complied with and continues to comply with all applicable laws. Southwest has agreed to settle the case in order to avoid the burden and expense of further litigation.

Plaintiffs are represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Southwest or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Southwest hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. Ultimately, the negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Southwest 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, Southwest does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Southwest has 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 and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. The "Gross Settlement Amount." Southwest has agreed to deposit the Gross Settlement Amount, which is $200,000 minus a credit of $20,493.86 for Prior Payments made, for a total of $179,506.14, into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Southwest will fund the Gross Settlement not more than 25 days after the Judgment is entered by the Court and the Settlement becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to $66,666.66 (one-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000 to Plaintiffs Van Vleet and Medina as Class Representative Service Payments ($5,000 each) for filing the Action, working with Class Counsel and representing the Class.

C. Up to $5,950 to ILYM Group, Inc. (the "Settlement Administrator" or "Administrator") for services administering the Settlement.

D. Up to $10,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Southwest are asking the Court to approve an allocation of one-third (1/3) of each Individual Class Payment to taxable wages ("Wage Portion") and two-thirds (2/3) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to tax withholdings and will be reported on IRS W-2 Forms. Southwest will separately pay, to the Administrator, employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Southwest have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments 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 monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Southwest subject to the applicable statute of limitations. Section 9 of this Notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Southwest based on the PAGA Period facts alleged in the Action.

7. 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. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Southwest have agreed that, in either case, the Settlement will be void: Southwest will not pay any money and Class Members will not release any claims against Southwest.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Settlement Administrator" or "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 Weeks Worked, 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.

9. Participating Class Members' Release. After the Judgment is final and Southwest has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Southwest or related entities for claims based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, executors, agents, attorneys, heirs, administrators, successors, trustees, guardians, and assigns, release the Released Parties from all claims, debts, liabilities, demands, damages, obligations, penalties, guarantees, costs, expenses, attorneys' fees and causes of action alleged in the Action, or that reasonably could have been alleged based on the facts stated in the Action regardless of theory of liability, including: failure to pay minimum wages, failure to pay overtime wages, failure to properly calculate the regular rate, failure to provide meal periods, failure to provide rest breaks, failure to reimburse business expenses, failure to pay vested vacation, failure to timely pay wages upon separation of employment, failure to provide accurate itemized wage statements, unfair and unlawful competition, and violation of Labor Code sections 200-204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and (k) all other claims for statutory penalties based on the facts or claims alleged in the Complaint ("Released Class Claims"). The operative release period for the Released Class Claims is the Class Period. 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.

As used herein, "Released Parties" means Southwest and its parents, predecessors, successors, assigns, subsidiaries, affiliates, directors, owners, shareholders, officers, officials, agents, attorneys, servants, managers, representatives, accountants, auditors, consultants, insurers, joint employers, employees, and anyone acting for or on any of their behalf, past, present and future, and each of

them and anyone acting in concert with foregoing, as well as their respective pension, profit sharing, savings, heath, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Southwest has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes to the Settlement Administrator), all Aggrieved Employees will be barred from asserting PAGA claims against Southwest, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Southwest or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases are as follows:

> All PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, trustees, guardians, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.,* that Plaintiffs alleged against the Released Parties, on behalf of PAGA Employees and State of California, based on the facts stated in the Action and in Van Vleet's PAGA Notice to the LWDA, regardless of theory of liability, including: failure to pay minimum wages, failure to pay overtime wages, failure to properly calculate the regular rate, failure to provide meal periods, failure to provide rest breaks, failure to reimburse business expenses, failure to failure to timely pay wages each period, failure to provide accurate itemized wage statements, violation of Labor Code sections 200-204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and (i) 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 operative complaint ("Released PAGA Claims"). The time period governing the Released PAGA Claims shall be the entire time during the PAGA Period.
> The Released PAGA Claims do not release any potential claims for wages or statutory penalties.

4. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period, and (c) if applicable, reducing the Individual Class Payment by any Prior Payment received by the Participating Class Member (but in no instance shall the offset from the Prior Payment cause an Individual Class Payment to drop below $100.00). The entire Net Settlement Amount will be disbursed to all Participating Class Members.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $3,500 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Weeks Worked Challenges. The number of weeks you worked during the Class Period as recorded in Southwest's records are stated on the first page of this Notice. You have until the Response Deadline to challenge the number of Weeks Worked credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Southwest's calculation of Weeks Worked based on Southwest'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 Weeks Worked challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Southwest's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Van Vleet v. Southwest Answering Service, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by November 23, 2026 (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Southwest are asking the Court to approve. By October 22, 2026, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs request as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website https://ilymgroup.com/SouthwestAnswering or the Court's website https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is November 23, 2026 (the "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 *Van Vleet v. Southwest Answering Service, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Southwest and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on December 22, 2026 at 9:00 a.m. in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend at your own cost) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website https://ilymgroup.com/SouthwestAnswering beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Southwest and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at https://ilymgroup.com/SouthwestAnswering. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. 24STCV16768. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT
TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel	Settlement Administrator
Brian Mankin, Esq. *brian@LMLfirm.com* Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781 Telephone: (888) 250-6810 Fax: (888) 845-6185 Email: claims@ilymgroup.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. Section 9 of the Notice has the Administrator's contact information.