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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

SARAH ARREDONDO, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

VENDOR DIRECT SOLUTIONS, LLC, a
California limited liability company; VENDOR
DIRECT CAPITAL SERVICES. LLC, a
California limited liability company; and DOES
1-50, Inclusive,

Defendants.

Case No. 25STCV00317

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 2, 2027

Time: 10:00 a.m.

Judge: Hon. Samantha Jessner

Dept.: 7

1 This matter having come before Department 7 of the Superior Court of the State of California,
2 in and for the County of Los Angeles, at 10:00 a.m. on February 2, 2027, with the Zakay Law Group,
3 APLC; and JCL Law Firm, APC as counsel for plaintiff SARAH ARREDONDO (“Plaintiff”), and
4 Jackson Lewis P.C., as counsel for Defendant Vendor Direct Solutions, LLC and Defendant Vendor
5 Direct Capital Services. LLC, (hereinafter “Defendants”). The Court, having carefully considered the
6 briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
7 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
10 and Class Notice (“Agreement”), a true and correct copy of which is attached to the Declaration of
11 Shani O. Zakay, Esq., as **Exhibit “1”**. This approval is based on the Court’s determination that the
12 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of
13 the California Code of Civil Procedure and California Rules of Court, rule 3.769.

14 2. This Order incorporates by reference the definitions in the Agreement, and all terms
15 defined therein shall have the same meaning in this Order as set forth in the Agreement.

16 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendants
17 shall pay is Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00). It appears to
18 the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable
19 as to all Class Members when balanced against the probable outcome of further litigation relating to
20 certification, liability, and damages issues. It further appears that investigation and research have been
21 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
22 further appears to the Court that settlement at this time will avoid substantial additional costs by all
23 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
24 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
25 non-collusive arms-length negotiations.

26 4. Upon final approval of the settlement, the entire Net Settlement Amount will be paid
27 to Participating Class Members who do not opt out of the Settlement. The “Net Settlement Amount”
28 means the Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) less the PAGA

1 Penalties (\$20,000.00), Class Representative Service Payment (\$10,000.00), Class Counsel Fees
2 Payment (\$131,666.67), and Class Counsel Litigation Expenses (\$40,000.00), and the Administration
3 Expenses Payment (\$4,700.00). The Net Settlement Amount is approximately \$188,633.33.

4 5. The Court preliminarily finds that the Settlement appears to be within the range of
5 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
6 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
7 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
8 reasonable when balanced against the probable outcome of further litigation relating to certification,
9 liability, and damages issues.

10 6. Plaintiff seeks Class Counsel Fees Payment and Class Counsel Litigation Expenses
11 Payment in the amount of up to One Hundred Seventy-One Thousand, Six Hundred Sixty-Six Dollars
12 and Sixty-Seven Cents (\$171,666.67), comprised of attorneys' fees equal to one-third of the Gross
13 Settlement Amount estimated to be One Hundred Thirty-One Thousand, Six Hundred Sixty-Six Dollars
14 and Sixty-Seven Cents (\$131,666.67) and *up to* Forty Thousand Dollars and Zero Cents (\$40,000.00)
15 for actually incurred litigation expenses which shall be supported by evidence at the time of final
16 approval, and proposed Class Representative Service Payment to the Class Representative, Sarah
17 Arredondo, in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). While
18 these awards appear to be within the range of reasonableness, the Court will not approve the Class
19 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service
20 Payment until the Final Approval Hearing. Class Counsel will provide specific evidence justifying
21 their requested Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment at the
22 time of final approval.

23 7. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification
24 of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any
25 other proceeding should this Settlement not become final. For settlement purposes only, the Court
26 conditionally certifies the following Class:

27 "All persons who are or previously were employed by Defendant Vendor Direct Solutions,
28 LLC and/or Defendant Vendor Direct Capital Services, LLC ("Defendant") in California and classified

1 as nonexempt employees at any time during the period of January 6, 2021, through March 9, 2026”

2 The Court concludes that, for settlement purposes only, the Class meets the requirements for
3 certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
4 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
5 common questions of law and fact predominate, and there is a well-defined community of interest
6 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
7 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
8 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
9 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
10 to act as counsel for the Class Representative in her individual capacity and as the representative of the
11 Class Members.

12 8. The Court provisionally appoints Plaintiff Sarah Arredondo as the representative of the
13 Class.

14 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
15 A.P.C.; and Shani Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

16 10. The Court hereby approves, as to form and content, the Proposed Class Notice attached
17 to the Agreement as Exhibit “A”. The Court finds that the notice appears to fully and accurately inform
18 the Class Members of all material elements of the proposed Settlement, including the right of any Class
19 Member to be excluded from the Class by submitting a written request for exclusion, and of each Class
20 Member’s right and opportunity to object to the Settlement. The Court further finds that the distribution
21 of the notices substantially in the manner and form set forth in the Agreement and this Order meets the
22 requirements of due process, is the most reasonable notice under the circumstances, and shall constitute
23 due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by
24 first class mail, pursuant to the terms set forth in the Agreement.

25 11. The Court hereby appoints Apex Class Action, LLC as Administrator. No later than 7
26 days after Preliminary Approval, the Administrator will send to all Class Members identified in the
27 Class Data, via first-class USPS mail, the Class Notice with Spanish translation, if applicable.

28 12. The Court hereby preliminarily approves the proposed procedure for exclusion from

1 the Settlement. Any Class Member may individually choose to opt out of and be excluded from the
2 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from
3 the Settlement of the Released Class Claims that are set forth in the Class Notice. All Requests for
4 Exclusion must be postmarked or received by the Response Deadline which is forty-five (45) days after
5 the date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Class Notice,
6 not more than fourteen (14) days from the Response Deadline. Any such person who chooses to opt
7 out of and be excluded from the Settlement will not be entitled to an Individual Class Payment under
8 the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment
9 thereon. Class Members who have not requested exclusion shall be bound by all determinations of the
10 Court, the Agreement and Judgment.

11 13. Participating Class Members may send written objections to the Administrator, by
12 mail. In the alternative, Participating Class Members may appear in Court to present verbal objections
13 at the Final Approval Hearing. Class Members will have forty-five (45) days from the date the
14 Administrator mails the Class Notice to postmark their written objections to the Administrator. Any
15 Class Member whose Class Notice is re-mailed shall have an additional fourteen (14) days beyond the
16 forty-five (45) days otherwise provided in the Class Notice to postmark their written objections to the
17 Administrator.

18 14. A hearing on Plaintiff's Motion for Final Approval and Motion for Class Counsel Fees
19 Payment and Class Counsel Litigation Expenses Payment shall be held before this Court on
20 _____, at _____ a.m. / p.m. in Department 7 of the Los Angeles County Superior
21 Court to determine all necessary matters concerning the Settlement, including: whether the proposed
22 settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate
23 and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval
24 should be entered herein; whether the plan of allocation contained in the Agreement should be approved
25 as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Fees Payment
26 and Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the
27 Administration Expenses Payment. All papers in support of the motion for final approval and the
28 motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and Class

1 Representative Service Payment shall be filed with the Court and served on all counsel no later than
2 sixteen (16) court days before the hearing.

3 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
4 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
5 evidence of, or used against Defendants as an admission or indication in any way, including with
6 respect to any claim of any liability, wrongdoing, fault, or omission by Defendants or with respect to
7 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
8 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
9 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
10 in evidence as received as or deemed to be evidence for any purpose adverse to the Defendants,
11 including, but not limited to, evidence of a presumption, concession, indication or admission by
12 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

13 16. In the event the Settlement does not become effective in accordance with the terms of
14 the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
15 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
16 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
17 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
18 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
19 the Agreement with respect to the effect of the Agreement if it is not approved.

20 17. Pending final determination of whether the Settlement should be approved, Plaintiff
21 and all Class Members are barred and enjoined from filing, commencing, prosecuting, intervening in,
22 instigating or in any way participating in the commencement or prosecution of any lawsuit, action or
23 administrative, regulatory, arbitration or other proceeding, in any forum, asserting any claims that are,
24 or relate in any way to, the Released Class Claims, unless and until they submit a timely request for
25 exclusion pursuant to the Agreement.

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18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: _____

JUDGE OF THE SUPERIOR COURT