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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

XAVIER DREMEE, CHRISTINA
BONNIWELL, and ALEXIS MONROE,
individually, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

AURORA-SAN DIEGO, LLC, a California
Limited Liability Company; SIGNATURE
HEALTHCARE SERVICES, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 37-2021-00007280-CU-OE-CTL

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: September 21, 2023
Hearing Time: 9:30 a.m.

Judge: Hon, Gregory W. Pollack
Dept.: 71

Action Filed: February 19, 2021
Trial Date: August 26, 2022

1 This matter, having come before the Honorable Gregory W. Pollack of the Superior Court
2 of the State of California, in and for the County San Diego, on September 21, 2023, for the motion
3 by Plaintiffs Xavier Dremee, Christina Bonniwell and Alexis Monroe (“Plaintiffs”) for
4 preliminary approval of the class settlement with Defendant Aurora San Diego, LLC
5 (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
6 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
7 Preliminary Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement an Stipulation to Modify Class Action and PAGA Settlement Agreement (collectively
11 the “Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in support of
12 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based on the
13 Court’s determination that the Settlement set forth in the Agreement is within the range of possible
14 final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure
15 and California Rules of Court, Rule 3.769.

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

18 3. The Gross Settlement Amount is Five Hundred Thousand Dollars and Zero Cents
19 (\$500,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms
20 are fair, adequate, and reasonable as to all potential Class Members when balanced against the
21 probable outcome of further litigation and the significant risks relating to certification, liability and
22 damages issues. It further appears that investigation and research have been conducted such that
23 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
24 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
25 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
26 It further appears that the Settlement has been reached as the result of serious and non-collusive,
27 arm’s-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
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1 adequate, and reasonable when balanced against the probable outcome of further litigation and the
2 significant risks relating to certification, liability, and damages issues.

3 4. The Agreement specifies for an attorneys' fees award not to exceed one-third (1/3)
4 of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000,
5 and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
6 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs or the amount of
7 any service payment, until the Final Approval Hearing. Plaintiffs will be required to present
8 evidence supporting these requests, including lodestar, at the time of final approval.

9 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
10 certification of a class for settlement purposes only. This stipulation will not be deemed
11 admissible in this or any other proceeding should this Settlement not become final. For settlement
12 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
13 previously were employed by Defendant in California who were classified as non-exempt
14 employees during the Class Period." The Class Period is July 30, 2019 to August 16, 2022.

15 6. The Court concludes that, for settlement purposes only, the Class meets the
16 requirements for certification under section 382 of the California Code of Civil Procedure in that:
17 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
18 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
19 community of interest amongst the members of the Class with respect to the subject matter of the
20 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
21 the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class
22 action is superior to other available methods for the efficient resolution of this controversy; and (f)
23 counsel for the Class is qualified to act as counsel for the Class, and the Plaintiffs are adequate
24 representatives of the Class.

25 7. The Court provisionally appoints Plaintiffs as the representative of the Class. The
26 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
27 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

1 8. The Court hereby approves, as to form and content, the Notice of Proposed
2 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
3 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
4 accurately inform the Class of all material elements of the proposed Settlement, of the Class
5 Members’ right to be excluded from the Class by submitting a written opt out request, and of each
6 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
7 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
8 and this Order meets the requirements of due process, is the best notice practicable under the
9 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
10 Court orders the mailing of the Class Notice by first-class U.S. Mail, pursuant to the terms set
11 forth in the Agreement.

12 9. The Court hereby appoints ILYM Group as the Administrator. No later than fifteen
13 (15) calendar days after preliminary approval of the Settlement is granted by the Court,
14 Defendants shall provide to the Administrator an electronic spreadsheet with the Class Data. The
15 Administrator will perform address updates and verifications as necessary prior to mailing the
16 Class Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days
17 after receiving the Class Data, the Administrator will mail the Class Notice to all Class Members
18 via first-class U.S. Mail.

19 10. The Court hereby preliminarily approves the proposed procedure for exclusion
20 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
21 from the Class as provided in the Class Notice by following the instructions for requesting
22 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
23 postmarked no later than the Response Deadline, which is forty-five (45) calendar days after the
24 date of the mailing of the Class Notice. If the Class Notice is re-mailed, the Response Deadline
25 for requests for exclusion will be extended an additional 14 days. Any such person who chooses
26 to opt out of and be excluded from the Class will not be entitled to any recovery under the
27 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
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1 thereon. Class Members who have not requested exclusion shall be bound by all determinations
2 of the Court, the Agreement and the Judgment. A request for exclusion may only opt out that
3 particular individual, and any attempt to effect an opt out of a group, class, or subclass of
4 individuals is not permitted and will be deemed invalid. Subject to the Court's final approval of
5 the Settlement, all Aggrieved Employees will be paid their individual PAGA Payment and will
6 remain bound by the release of the Released PAGA Claims in the Agreement regardless of any
7 request for exclusion from the Class.

8 11. Any Class Member who has not opted out may appear at the Final Approval
9 Hearing and may object or express the Class Member's views regarding the Settlement and may
10 present evidence and file briefs or other papers that may be proper and relevant to the issues to be
11 heard and determined by the Court as provided in the Notice. Class Members will have until the
12 Response Deadline to submit their written objections to the Administrator in accordance with the
13 instructions in the Class Notice. If the Class Notice is re-mailed, the Response Deadline for
14 written objections will be extended by an additional 14 days. Alternatively, Class Members may
15 appear at the Final Approval Hearing to make oral objections.

16 12. A Final Approval Hearing shall be held before this Court on February 16, 2024 at
17 9:30 a.m. in Department 71 at the San Diego County Superior Court to determine all necessary
18 matters concerning the Settlement, including: whether the proposed settlement of the Action on
19 the terms and conditions provided for in the Agreement is fair, adequate, and reasonable and
20 should be finally approved by the Court; whether the Final Approval Order and Judgment should
21 be entered herein; whether the plan of allocation contained in the Agreement should be approved
22 as fair, adequate, and reasonable to the Class Members; and to finally approve attorneys' fees and
23 costs, the service payment, and the expenses of the Administrator. All papers in support of the
24 motion for final approval and the motion for attorneys' fees, costs and service payment shall be
25 filed with the Court and served on all counsel no later than sixteen (16) court days before the
26 hearing and both motions shall be heard at the Final Approval Hearing.

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

13 14. In the event the Settlement does not become effective in accordance with the terms
14 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
15 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
16 and the Parties shall revert to their respective positions before entering into the Agreement, and
17 expressly reserve their respective rights regarding the prosecution and defense of this Action,
18 including all available defenses and affirmative defenses, and arguments that any claim in the
19 Action could not be certified as a class action and/or managed as a representative action. In such
20 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
21 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
22 the Agreement with respect to the effect of the Agreement if it is not approved.

23 15. The Court reserves the right to adjourn or continue the date of the Final Approval
24 Hearing and all dates provided for in the Agreement without further notice to Class Members, and
25 retains jurisdiction to consider all further applications arising out of or connected with the
26 proposed Settlement.

1 16. The Action is stayed, and all trial and related pre-trial dates are vacated, subject to
2 further orders of the Court at the Final Approval Hearing.

3 **IT IS SO ORDERED.**

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5 Dated: _____

HONORABLE GREGORY W. POLLACK
JUDGE OF THE SUPERIOR COURT

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PRELIMINARY APPROVAL ORDER