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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ADRIAN AGUIRRE, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

HEADLANDS VENTURES, LLC., a
California Limited Liability Company; and
DOES 1 through 50, Inclusive,

Defendants.

CASE NO.: **34-2021-00297290-CU-OE-GDS**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: January 27, 2023

Hearing Time: 9:00 a.m.

Reservation No. 2690820

Judge: Hon. Jill H. Talley

Dept. 25

Action Filed: March 24, 2021

Trial Date: Not Set

This matter, having come before the Honorable Jill H. Talley of the Superior Court of the State of California, in and for the County of Sacramento, on January 27, 2023, for the motion by Plaintiff Adrian Aguirre ("Plaintiff") for preliminary approval of the class settlement with Defendant Headlands Ventures, LLC ("Defendant"). The Court, having considered the briefing,

PRELIMINARY APPROVAL ORDER

1 the declaration, and all matters presented to the Court and good cause appearing, hereby GRANTS
2 Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3 **IT IS HEREBY ORDERED:**

4 1. The Court preliminarily approves the Class Action Settlement Agreement
5 ("Agreement") attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in Support of
6 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on the
7 Court's determination that the Settlement set forth in the Agreement is preliminarily found to be
8 within the range of possible approval, subject to final approval by the Court pursuant to the
9 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
10 rule 3.769.

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

13 3. The Gross Settlement Amount is One Million Six Hundred Thousand Dollars
14 (\$1,600,000). It appears to the Court on a preliminary basis that the settlement amount and terms
15 are fair, adequate and reasonable as to all potential Class Members when balanced against the
16 probable outcome of further litigation and the significant risks relating to certification, liability and
17 damages issues. It further appears that investigation and research have been conducted such that
18 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
19 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
20 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
21 It further appears that the Settlement has been reached as the result of serious and non-collusive,
22 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
23 adequate, and reasonable when balanced against the probable outcome of further litigation and the
24 significant risks relating to certification, liability, and damages issues.

25 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
26 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and a
27 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
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1 \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
2 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
3 supporting these requests, including lodestar, prior to final approval.

4 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
5 certification of a class for settlement purposes only. This stipulation will not be deemed
6 admissible in this or any other proceeding should this Settlement not become final. For settlement
7 purposes only, the Court conditionally certifies the following Class: "all individuals employed by
8 Defendant in California as hourly-paid, non-exempt employees at any time during the Class
9 Period." The Class Period is the period of time from March 24, 2017 through Jul 31, 2022.

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

20 7. The Court provisionally appoints Plaintiff as the representatives of the Class. The
21 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
22 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

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

7 9. The Court hereby appoints ILYM Group as Settlement Administrator. No later
8 than 30 days after the Court enters this Order, Defendant will provide to the Settlement
9 Administrator an electronic database containing the Class Data. The Settlement Administrator
10 will perform address updates using the National Change of Address ("NCOA") database prior to
11 the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event
12 later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class
13 Notice Packets to all Class Members via first-class U.S. Mail.

14 10. The Court hereby approves the procedures for Class Members to participate in, opt
15 out of, or object to the Settlement as set forth in the Settlement Agreement and the Class
16 Notice. Any Class Member may individually choose to opt out of and be excluded from the Class
17 as provided in the Class Notice by following the instructions for requesting exclusion from the
18 Class that are set forth in the Class Notice. All requests for exclusion must be postmarked to the
19 Settlement Administrator by no later than forty-five (45) calendar days after the date of the
20 mailing of the Class Notice, which deadline shall be printed in the Class Notice. Any such person
21 who chooses to opt out of and be excluded from the Class will not be entitled to any recovery
22 under the Settlement and will not be bound by the Settlement or have any right to object, appeal or
23 comment thereon. Class Members who have not requested exclusion shall be bound by all
24 determinations of the Court, the Agreement and the Judgment. A request for exclusion may only
25 opt out that particular individual, and any attempt to effect an opt out of a group, class, or subclass
26 of individuals is not permitted and will be deemed invalid.

1 11. Any Class Member who has not opted out may appear at the final approval hearing
2 and may object or express the Member's views regarding the Settlement, and may present
3 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
4 and determined by the Court as provided in the Notice. Class Members will have forty-five (45)
5 days from the date of the mailing of the Class Notices to postmark their written objections to the
6 Settlement Administrator with copies to counsel for both Parties in accordance with the
7 instructions in the Class Notice. Alternatively, Class Members may appear at the Final Approval
8 Hearing to make an oral objection.

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

21 13. Neither the Settlement nor any exhibit, document, or instrument delivered
22 thereunder shall be construed as a concession or admission by Defendant in any way that the
23 claims asserted have any merit or that this Action was properly brought as a class or representative
24 action, and shall not be used as evidence of, or used against Defendant as, an admission or
25 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
26 omission by Defendant or with respect to the truth of any allegation asserted by any person.
27 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,

1 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
2 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
3 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
4 evidence of a presumption, concession, indication or admission by Defendant of any liability,
5 fault, wrongdoing, omission, concession or damage.

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

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

20 16. The Action is stayed and all trial and related pre-trial dates are vacated, with the
21 exception of the settlement approval process and subject to further orders of the Court at the Final
22 Approval Hearing.

23 **IT IS SO ORDERED.**

24
25 Dated: _____

26 _____
27 HON. JILL H. TALLEY
28 JUDGE, SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SACRAMENTO

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