

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Email: kyle@bamlawca.com

12 Attorneys for Plaintiffs

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF VENTURA**

15 DORIAN HOOD and NICHOLAS JOLLY,
16 on behalf of themselves and on behalf of all
17 persons similarly situated,

18 Plaintiffs,

19 vs.

20 YARDI SYSTEMS, INC., a Corporation;
21 and DOES 1 through 50, inclusive,

22 Defendants.

CASE NO.: 56-2021-00557901-CU-OE-VTA

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Hearing Date: June 17, 2025

Hearing Time: 8:30 a.m.

Judge: Hon. Mark Borrell

Dept: 40

Date Filed: September 3, 2021

Trial Date: Not set

23
24 This matter came before the Honorable Mark Borrell of the Superior Court of the State of
25 California, in and for the County Ventura, on June 17, 2025, for hearing on the unopposed motion
26 by Plaintiffs Dorian Hood and Nicholas Jolly ("Plaintiffs") for preliminary approval of the
27 Settlement with Defendant Yardi Systems, Inc. ("Defendant"). The Court, having considered the
28

PRELIMINARY APPROVAL ORDER

1 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
2 hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

3
4 **IT IS HEREBY ORDERED:**

5 1. The Court preliminarily approves the Class Action and PAGA Settlement
6 Agreement ("Agreement") attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
7 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. This is based
8 on the Court's determination that the Settlement set forth in the Agreement is within the range of
9 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
10 Procedure and California Rules of Court, 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 that Defendant shall pay is One Million Two
14 Hundred Thousand Dollars (\$1,200,000). It appears to the Court on a preliminary basis that the
15 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
16 when balanced against the probable outcome of further litigation and the significant risks relating
17 to certification, liability and damages issues. It further appears that investigation and research
18 have been conducted such that counsel for the Parties are able to reasonably evaluate their
19 respective positions. It further appears to the Court that the Settlement will avoid substantial
20 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
21 further prosecution of the Action. It further appears that the Settlement has been reached as the
22 result of serious and non-collusive, arm's-length negotiations.

23 4. The Court preliminarily finds that the Settlement appears to be within the range of
24 reasonableness of a settlement that could ultimately be given final approval by this Court. The
25 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
26 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
27 reasonable when balanced against the probable outcome of further litigation and the significant
28

1 risks relating to certification, liability, and damages issues.

2 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
3 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$90,000, and a
4 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
5 \$10,000 each, which are payable out of the Gross Settlement Amount. The Court will not approve
6 the amount of attorneys' fees and costs, nor the amount of any service award, until the Final
7 Approval Hearing. Plaintiffs will be required to present evidence supporting these requests,
8 including lodestar, prior to final approval.

9 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
10 representative treatment and certification of a class for settlement purposes only. This stipulation
11 will not be deemed admissible in this or any other proceeding should this Settlement not become
12 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
13 "all individuals who were employed by Defendant in California and are members of the Meal
14 Period Class, Regular Rate Commissions Class, Regular Rate Bonus Class, and/or Reimbursement
15 Class at any time during the Class Periods." The "Meal Period Class" means all individuals who
16 are or previously were employed by Defendant in California and classified as nonexempt
17 employees during the Meal Period Class Period (September 3, 2017 to the earlier of the date
18 preliminary class settlement approval is entered or June 16, 2025) for whom Defendant's time
19 records reflect a meal period after the end of the fifth hour worked. The "Regular Rate
20 Commissions Class" means all individuals who are or previously were employed by Defendant in
21 California and classified as non-exempt employees during the Regular Rate Class Period
22 (September 3, 2017 to the earlier of the date preliminary class settlement approval is entered or
23 June 16, 2025) who received commission compensation. The "Regular Rate Bonus Class" means
24 all individuals who are or previously were employed by Defendant in California and classified as
25 non-exempt employees during the Regular Rate Class Period (September 3, 2017 to the earlier of
26 the date preliminary class settlement approval is entered or June 16, 2025) who received end-of-
27 year bonus compensation. The "Reimbursement Class" means all individuals who are or
28

1 previously were employed by Defendant in California and classified as non-exempt employees
2 during the Reimbursement Class Period (March 15, 2020 through July 6, 2021) who received a
3 \$500 payment from Defendant as announced in August 2020.

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

14 8. The Court provisionally appoints Plaintiffs as the representative of the Class. The
15 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
16 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

17 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
18 Amount of \$244,275, which shall be allocated \$183,206.25 to the Labor & Workforce
19 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
20 paid under this Agreement pursuant to the PAGA and \$61,068.75 to the Aggrieved Employees as
21 the Individual PAGA Payments. “Aggrieved Employees” are all individuals who were employed
22 by Defendant in California and classified as a non-exempt employee at any time during the PAGA
23 Period (July 1, 2020 through to the earlier of the date preliminary class settlement approval is
24 entered or June 16, 2025). The Administrator will calculate each Individual PAGA Payment by
25 (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$61,068.75)
26 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA
27 Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods.

1 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
2 Individual PAGA Payment. Pursuant to Labor Code section 2699, subdivision (s), the LWDA
3 will be provided notice of the Agreement and these settlement terms. The Court finds the PAGA
4 Penalties to be reasonable.

5 10. The Court hereby approves, as to form and content, the Class Notice attached to the
6 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
7 inform the Class of all material elements of the proposed Settlement, of the Class Members' right
8 to be excluded from the Class by submitting a written opt-out request, and of each member's right
9 and opportunity to object to the Settlement. The Court further finds that the distribution of the
10 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
11 the requirements of due process, is the best notice practicable under the circumstances, and shall
12 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
13 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
14 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
15 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
16 address for the Class Member no later than seven (7) days after the receipt of the undelivered
17 Class Notice.

18 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
19 than fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator.
20 The Administrator will perform address updates and verifications as necessary prior to the first
21 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
22 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
23 Class Members via first-class regular U.S. Mail to their last known address.

24 12. The Court hereby preliminarily approves the proposed procedure for exclusion
25 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
26 from the Class as provided in the Class Notice by following the instructions for requesting
27 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
28

1 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
2 Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline
3 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
4 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
5 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
6 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
7 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
8 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
9 exclusion may only opt out that particular individual, and any attempt to affect an opt-out of a
10 group, class, or subclass of individuals is not permitted and will be deemed invalid.

11 13. Any Class Member who has not opted out may appear at the final approval hearing
12 and may object or express the Member’s views regarding the Settlement and may present evidence
13 and file briefs or other papers that may be proper and relevant to the issues to be heard and
14 determined by the Court as provided in the Class Notice. Class Members will have until the
15 Response Deadline to submit their written objections to the Administrator. Written objections
16 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
17 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
18 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
19 Hearing to make an oral objection.

20 14. A final approval hearing shall be held before this Court on November 4, 2025 at
21 8:30 a.m. in Department 40 of the Ventura County Superior Court to hear the motion for final
22 approval and for attorneys’ fees and costs, and to determine all necessary matters concerning the
23 Settlement, including: whether the proposed settlement of the Action on the terms and conditions
24 provided for in the Agreement is fair, adequate and reasonable and should be finally approved by
25 the Court; whether the Final Approval Order and Judgment should be entered herein; whether the
26 plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
27 to the Class Members; and to finally approve attorneys’ fees and costs, service award, and the fees
28

1 and expenses of the Administrator. All papers in support of the motion for final approval and for
2 attorneys' fees, costs and service award shall be filed with the Court and served on all counsel no
3 later than sixteen (16) court days before the hearing and the motion shall be heard at this final
4 approval hearing.

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

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

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

5 **IT IS SO ORDERED.**

6 Dated: _____

7 _____
8 HON. MARK BORRELL
9 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28