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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

KRISTYNA YOUNG, on behalf of herself and others similarly situated,

Plaintiff,

vs.

BOREAL RIDGE CORPORATION, a California corporation; BOREAL RIDGE SKI RESORT, an entity of unknown form; BOREAL MOUNTAIN RESORT, an entity of unknown form; POWDR CORP., a Delaware corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: S-CV-0055093

[Assigned for all purposes to the Hon. Trisha Hirashima, Dept. 32]

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

Preliminary Approval Hearing:
Date: November 10, 2026
Time: 8:30 a.m.
Dept.: 32

Complaint filed: April 21, 2025
FAC filed: June 25, 2025
SAC filed: August 6, 2026
Trial date: None set

[PROPOSED] ORDER

Having reviewed Plaintiffs Kristyna Young, Jewel Nobles, and Michael Delarm's ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declarations of Thiago M. Coelho and Roman Shkodnik, Plaintiffs' Declarations, and the Class Action and PAGA Settlement Agreement ("Agreement"), and good cause appearing, the Court finds and **ORDERS** as follows:

1. The Court finds on a preliminary basis that the Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and certification of the Class based on the terms set forth in the Agreement between Plaintiffs and Defendants Boreal Ridge Corporation and Powdr Corp. ("Defendants") attached to the Declaration of Thiago M. Coelho in Support of Plaintiffs' Motion as **Exhibit 4**. A true and correct copy of the Notice of Class Action and PAGA Settlement ("Class Notice") is attached thereto as **Exhibit A**.

2. The Settlement falls within the range of reasonableness of a settlement that could ultimately be given final approval by this Court and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants have agreed to create a common fund of $855,400.00 to cover (a) Individual Class Payments to Class Members who do not validly opt out ("Participating Class Members"); (b) PAGA Penalties of $42,770.00 under the Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq*., allocated 65% ($27,800.50) to California's Labor and Workforce Development Agency ("LWDA") and 35% ($14,969.50) to Aggrieved Employees; (c) Class Representative Service Awards of up to $7,500.00 to each Plaintiff ($22,500.00 total); (d) Class Counsel Fees not to exceed one-third (1/3) of the Gross Settlement Amount (currently estimated at $285,133.33; e) Class Counsel Costs not to exceed $30,000.00 for reasonable litigation expenses incurred; and (f) Administration Costs not to exceed $15,000.00.

3. The Court preliminarily finds that the terms of the Agreement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law. The Court finds on a preliminary basis that: 1) the Settlement amount is fair and reasonable to

the Class when balanced against the probable outcome of further litigation relating to class certification, liability and damages, and potential appeals; 2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to evaluate their respective positions reasonably and intelligently; 3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further litigation; and 4) the proposed Settlement has been reached as the result of adversarial, arm's-length negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Agreement was entered into in good faith.

4. A final approval hearing on the question of whether the proposed Settlement, Class Counsel Fees and Class Counsel Costs, PAGA Penalties, and the Class Representative Service Awards should be finally approved as fair, adequate, and reasonable as to Class Members is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court conditionally certifies the following Class for purposes of settlement: "all persons who worked for Defendants in California as an hourly-paid or non-exempt employee at any time during the Class Period."

6. "Class Period" means the period from April 21, 2021, through April 18, 2026.

7. "Aggrieved Employees" means all persons who worked for Defendants in California as an hourly-paid or non-exempt employee at any time during the PAGA Period.

8. "PAGA Period" means the period from April 21, 2024, through April 18, 2026.

9. The Court finds that the Class meets the requirements for certification under California Code of Civil Procedure § 382 for purposes of settlement in that: 1) Class Members are so numerous that joinder is impractical; 2) there are questions of law and fact that are common, or of general interest, to all Class Members, and predominate over individual issues; 3) Plaintiffs' claims are typical of Class Members' claims; 4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class; and 5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

10. The Court appoints Plaintiffs as Class Representatives for purposes of settlement and preliminarily approves Plaintiffs' request for Class Representative Service Awards not to exceed

$7,500.00 each ($22,500.00 total).

11. The Court appoints Thiago M. Coelho and Rachel J. Vinson of Wilshire Law Firm, PLC and Roman Shkodnik and Emma Gessaman of D.Law, Inc. as Class Counsel for purposes of settlement and preliminarily approves Class Counsel's request for Class Counsel Fees not to exceed one-third (1/3) of the Gross Settlement Amount (currently $285,133.33) and Class Counsel Costs not to exceed $30,000.00.

12. The Court appoints CPT Group, Inc. as the Administrator and preliminarily approves the request for Administration Costs not to exceed $15,000.00.

13. The Court approves, as to form and content, the Class Notice, attached to the Agreement as **Exhibit A.** The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

14. The Parties and the Administrator are ordered to carry out the Settlement according to the terms of the Agreement.

15. Any Participating Class Member may object to the class portions of the Settlement.

16. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to Administrator	15 days after the Court grants Preliminary Approval
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit Requests for Exclusion, Objections, and Workweek Challenges	60 days after Class Notice is mailed by Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)

Filing Deadline: Last day to file Motion for Final Approval	18 court days before the Final Approval Hearing
Final Approval Hearing	_____, 2027, at _____ a.m./p.m. in Dept. 32 of the above-captioned court

17. The Court **ORDERS** further that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

18. _____

_____

_____

_____

IT IS SO ORDERED.

Dated: _____

_____
HON. TRISHA HIRASHIMA
JUDGE OF THE SUPERIOR COURT