

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 Fax: (858) 551-1232

10 Website: www.bamlawca.com

11 Email: kyle@bamlawca.com

12 Attorneys for Plaintiffs

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

GELENIA SANCHEZ, ELIANA ALBA,
NICOLE DECUIR, MARY GREEN, JAMEICA
HATCH, and RHYAN E. HODGE, individuals,
on behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

v.

HOMEBRIDGE, INC., a California
Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **CGC-23-604614**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: June 17, 2026
Hearing Time: 9:30 a.m.

Judge: Hon. Jeffrey S. Ross
Dept: 613

Action Filed: February 10, 2023
Trial Date: Not set

1 This matter came before the Honorable Jeffrey S. Ross of the Superior Court of the State
2 of California, in and for the County San Francisco, on June 17, 2026, for the motion by Plaintiffs
3 Eliana Alba, Nicole Decuir, Mary Green, Jameica Hatch, and Rhyan Hodge (collectively,
4 “Plaintiffs”) for preliminary approval of the class settlement with Defendant Homebridge, Inc.
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 (“Agreement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in
11 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This
12 preliminary approval is based on the Court’s determination that the Settlement set forth in the
13 Agreement is within the range of possible final approval, pursuant to the provisions of section 382
14 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

17 3. The Gross Settlement Amount is Nine Hundred Fifty Thousand Dollars (\$950,000).
18 It appears to the Court on a preliminary basis that the settlement amount and terms are fair,
19 adequate and reasonable as to all potential Class Members when balanced against the probable
20 outcome of further litigation and the significant risks relating to certification, liability and damages
21 issues. It further appears that investigation and research have been conducted such that counsel
22 for the Parties are able to reasonably evaluate their respective positions. It further appears to the
23 Court that settlement at this time will avoid substantial additional costs by all Parties, as well as
24 avoid the delay and risks that would be presented by the further prosecution of the Action. It
25 further appears that the Agreement has been reached as the result of serious and non-collusive,
26 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,

adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Agreement specifies an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$59,000, and a proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed \$15,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence supporting these requests prior to final approval.

5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all individuals who are or previously were employed by Defendant who were classified as non-exempt Caregiver employees who received EMG pay from Defendant in the State of California at any time during the Class Period." The Class Period is February 10, 2019 to December 31, 2025.

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

7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel

1 for the Class.

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

16 9. The Court hereby appoints Apex Class Action LLC as Administrator for the
17 Settlement. No later than fifteen (15) calendar days after issuance of this Order, Defendant shall
18 provide an electronic spreadsheet with the Class Data to the Administrator. This information will
19 otherwise remain confidential and will not be disclosed to anyone, except as required to applicable
20 taxing authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s
21 express written authorization or by order of the Court. The Administrator will perform address
22 updates and verifications as necessary prior to the mailing of the Class Notice. Using best efforts
23 to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving
24 the Class Data spreadsheet, the Administrator will mail the Class Notice Packet to all Class
25 Members via first-class U.S. Mail.

26 10. The Court hereby preliminarily approves the proposed procedure for exclusion
27 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
28

1 from the Class as provided in the Class Notice by following the instructions set forth in the Class
2 Notice. All requests for exclusion must be postmarked by no later than the Response Deadline,
3 which is sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class
4 Members. If the Class Notice Packet is re-mailed, this Response Deadline will be extended an
5 additional fourteen (14) calendar days. Any person who chooses to opt-out of and be excluded
6 from the Class will not be entitled to any recovery under the Settlement and will not be bound by
7 the Settlement or have any right to object, appeal or comment thereon. Aggrieved Employees shall
8 be sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA
9 Claims regardless of whether they opt-out of the Class. Class Members who have not requested
10 exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A
11 request for exclusion applies only to the individual submitting the request for exclusion, and any
12 attempt to effect an opt-out on behalf of any other individual or individuals (including a group,
13 class, or subclass of individuals) is not permitted and will be deemed invalid.

14 11. Any Class Member who has not opted-out may appear at the Final Approval
15 Hearing and may object or express the Member's views regarding the Settlement and may present
16 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
17 and determined by the Court as provided in the Class Notice. Class Members will have until the
18 Response Deadline set forth in the Class Notice to submit their written objections to the
19 Settlement Administrator in accordance with the instructions in the Class Notice. If the Class
20 Notice is re-mailed, the Response Deadline will be extended an additional fourteen (14) calendar
21 days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
22 objection.

23 12. A Final Approval Hearing shall be held before this Court on November 5, 2026 at
24 9:30 a.m. in Department 613 at the Civic Center Courthouse of the San Francisco County Superior
25 Court to determine all necessary matters concerning the Settlement, including: whether the
26 proposed settlement of the Action on the terms and conditions provided for in the Agreement is
27 fair, adequate and reasonable and should be finally approved by the Court; whether the Final
28

1 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
2 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
3 to finally approve attorneys' fees and costs, the service awards, and the expenses of the
4 Administrator. The motion for final approval and for attorneys' fees, costs and service awards
5 shall be filed with the Court and served on all counsel no later than sixteen (16) court days before
6 the hearing and shall be heard at the Final Approval Hearing.

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

19 14. In the event the Settlement does not become effective in accordance with the terms
20 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
21 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
22 and the Parties shall revert to their respective positions as of before entering into the Agreement,
23 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
24 including all available defenses and affirmative defenses, and arguments that no claim in the
25 Action could be certified as a class action and/or managed as a representative action. In such an
26 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
27 referred to in litigation or otherwise for any purpose.

1 15. 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 16. The Action is otherwise stayed and all trial and related pre-trial dates are vacated,
6 subject to further orders of the Court at the Final Approval Hearing.

7 **IT IS SO ORDERED.**

8
9 Dated: _____

HON. JEFFREY S. ROSS
JUDGE, SUPERIOR COURT OF CALIFORNIA

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28