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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

CELESTE JACOBS, DAVID HALEY, and
GABRIEL A. REYES, individuals, on
behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

DPR CONSTRUCTION, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 23-CIV-05852

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Hearing Date: February 25, 2026

Hearing Time: 2:00 p.m.

Judge: Hon. Nicole S. Healy

Dept: 28

Date Filed: December 11, 2023

Trial Date: Not set

This matter came before the Honorable Nicole S. Healy of the Superior Court of the State of California, in and for the County San Mateo, on February 25, 2026, for hearing on the unopposed motion by Plaintiffs Celeste Jacobs, David Haley, and Gabriel A. Reyes (“Plaintiffs”) for preliminary approval of the Settlement with Defendant DPR Construction, Inc. (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters presented to the

PRELIMINARY APPROVAL ORDER

1 Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of
2 Class Action Settlement.

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4 **IT IS HEREBY ORDERED:**

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

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

14 3. The Court recognizes that the Parties have entered into a settlement to avoid the
15 expense and disruption of litigation and because the outcome in litigation is uncertain. The Court
16 further recognizes that Plaintiffs believe the claims asserted have merits, Defendant strongly
17 disputes that contention, denies all liability, and contends it complied with the law. Based on the
18 representations made by the Parties, the Parties reached a settlement of this Action after a full day
19 of mediation as the result of serious and non-collusive, arm's-length negotiations.

20 4. It appears to the Court on a preliminary basis that the Gross Settlement Amount,
21 distribution and terms of the Agreement are fair, adequate and reasonable as to all potential Class
22 Members when balanced against the probable outcome of further litigation and the significant
23 risks relating to certification, liability and damages issues. It also appears that investigation and
24 research have been conducted such that counsel for the Parties are able to reasonably evaluate
25 their respective positions. It further appears to the Court that the Settlement will avoid substantial
26 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
27 further prosecution of the Action.

1 5. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The
3 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
4 preliminarily finds that the monetary settlement made available to the Class and Aggrieved
5 Employees is fair, adequate, and reasonable when balanced against the probable outcome of
6 further litigation and the significant risks relating to certification, liability, and damages issues.

7 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
8 representative treatment and certification of a class for settlement purposes only. This stipulation
9 will not be deemed admissible in this or any other proceeding should this Settlement not become
10 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
11 “all individuals who are or previously were employed by Defendant who were classified as non-
12 exempt in the State of California at any time during the Class Period.” The “Class Period” is
13 December 11, 2019 through May 27, 2025.

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

24 8. The Court provisionally appoints Plaintiffs Celeste Jacobs, David Haley and
25 Gabriel A. Reyes as the representatives of the Class. The Court provisionally appoints Norman B.
26 Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik
27 De Blouw LLP as Class Counsel for the Class.

1 9. The Court hereby approves, as to form and content, the Class Notice attached to the
2 Agreement as Exhibit A. Minor, non-substantive changes are permitted to the extent required to
3 facilitate notice administration. 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, the Class
6 Members' right to dispute the calculation of their Workweeks and/or Pay Period, and the Class
7 Members' 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 by first class mail pursuant to the terms set forth in
12 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
13 Administrator will promptly search for a more current address for the Class Member and re mail
14 the Class Notice Packet to any new address for the Class Member no later than seven (7) days
15 after the receipt of the undelivered Class Notice.

16 10. The Court hereby appoints Apex Class Action as the Administrator for mailing
17 notices and administering the Agreement, and for carrying out all of the other responsibilities
18 outlined in the Agreement. No later than thirty (30) days after this Order is entered, Defendant
19 will provide the Class Data to the Administrator. The Administrator will perform address updates
20 and verifications as necessary pursuant to the Agreement. No later than fourteen (14) days after
21 receiving the Class Data, the Administrator will mail the Class Notice Packet to all Class
22 Members pursuant to the Agreement. The Administrator shall notify the Parties when Class
23 Notice Packets are mailed and provide weekly reports pursuant to the Agreement.

24 11. 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 Agreement and the Class Notice. All requests for
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1 exclusion must be postmarked or received no later than sixty (60) calendar days after the date of
2 the mailing of the Class Notice pursuant to the Agreement. Class Members to whom Class Notice
3 Packets are resent after having been returned undeliverable to the Administrator shall have an
4 additional 14 calendar days beyond the Response Deadline has expired to submit a Request for
5 Exclusion. Any person who chooses to opt out of and be excluded from the Class will not be
6 entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement
7 or have any right to object, appeal or comment thereon. However, the Class Members cannot opt-
8 out of the PAGA portion of the proposed Settlement, as explained in the Class Notice. Class
9 Members who have not requested exclusion shall be bound by all determinations of the Court, the
10 Agreement and the Judgment. The Administrator shall accept any Request for Exclusion pursuant
11 to the terms of the Agreement.

12 12. Any Class Member who has not opted out may appear at the final approval hearing
13 and may object or express their views regarding the Settlement and may present evidence and file
14 briefs or other papers that may be proper and relevant to the issues to be heard and determined by
15 the Court as provided in the Class Notice. Participating Class Members may send written
16 objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written
17 objection, Participating Class Members may appear in Court (or hire an attorney to appear in
18 Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member
19 who elects to send a written objection to the Administrator must do so not later than postmarked or
20 received no later than sixty (60) calendar days after the date of the mailing of the Class Notice
21 (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

22 13. A final approval hearing shall be held before this Court on July 23, 2026 at 2:00
23 p.m. in Department 28 / Courtroom 1 of the San Mateo County Superior Court at which the Court
24 will consider: (a) whether to certify this Action and the Class as a class action under California
25 Code of Civil Procedure section 382 for settlement purposes only; (b) whether dissemination of
26 the Class Notice was accomplished as directed and met the requirements of due process; (c)
27 whether the proposed settlement of the Action on the terms and conditions provided for in the
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1 Agreement is fair, adequate and reasonable and should be finally approved by the Court; (d)
2 whether to direct that the Settlement funds be distributed in accordance with the terms of the
3 Agreement; and (e) whether to finally approve attorneys' fees and costs, service awards, and the
4 fees and expenses of the Administrator. All papers in support of the motion for final approval and
5 for attorneys' fees, costs and service awards shall be filed with the Court and served on all counsel
6 no later than sixteen (16) court days before the hearing and the motion shall be heard at this final
7 approval hearing.

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

20 15. In the event the Settlement does not become effective in accordance with the terms
21 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
22 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
23 and the Parties shall revert to their respective positions as of before entering into the Agreement,
24 including that the Second Amended Complaint that was or will be filed as a condition of this
25 Settlement will be retracted and the Action will returned to its original state as if the Settlement
26 had not occurred. The Parties expressly reserve their respective rights regarding the prosecution
27 and defense of this Action, including all available defenses and affirmative defenses, and
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1 arguments that any claim in the Action could not be certified as a class action and/or managed as a
2 representative action. In such an event, the Court's orders regarding the Settlement, including this
3 Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is
4 intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not
5 approved.

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

10 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
11 connection with the administration of the Settlement which are not materially inconsistent with
12 either this Order or the terms of the Settlement.

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

15 **IT IS SO ORDERED.**

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17 Dated: _____

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19 HON. NICOLE S. HEALY
20 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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