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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN FRANCISCO**

13
14 SAMUEL GALLAGHER-STEVENSON, an
15 individual, on behalf of himself and on behalf
16 of all persons similarly situated,

17 Plaintiff,

18 v.

19 INDEPENDENT LIVING SYSTEMS, LLC., a
20 Limited Liability Company; and DOES 1
21 through 50, inclusive,

22 Defendants.

CASE NO.: **CGC-24-614434**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: July 21, 2026

Hearing Time: 9:00 a.m.

Judge: Hon. Joseph M. Quinn
Dept: 302

Action Filed: May 6, 2024

Trial Date: Not set

1 This matter came before the Honorable Joseph M. Quinn of the Superior Court of the State
2 of California, in and for the County San Francisco, on July 21, 2026 for the motion by Plaintiff
3 Samuel Gallagher-Stevens (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendant Independent Living Systems, LLC (“Defendant”). The Court, having considered the
5 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
6 hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7 **IT IS HEREBY ORDERED:**

8 1. The Court preliminarily approves the Class Action and PAGA Settlement
9 Agreement (“Agreement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in
10 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This
11 preliminary approval is based on the Court’s determination that the Settlement set forth in the
12 Agreement is within the range of possible final approval, pursuant to the provisions of section 382
13 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

16 3. The Gross Settlement Amount is Six Hundred Eighty Thousand Dollars
17 (\$680,000). It appears to the Court on a preliminary basis that the settlement amount and terms
18 are fair, adequate and reasonable as to all potential Class Members when balanced against the
19 probable outcome of further litigation and the significant risks relating to certification, liability and
20 damages issues. It further appears that investigation and research have been conducted such that
21 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
22 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
23 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
24 It further appears that the Agreement has been reached as the result of serious and non-collusive,
25 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
26 adequate, and reasonable when balanced against the probable outcome of further litigation and the
27 significant risks relating to certification, liability, and damages issues.

1 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
2 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and a
3 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
4 \$15,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
5 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
6 supporting these requests prior to final approval.

7 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
8 certification of a class for settlement purposes only. This stipulation will not be deemed
9 admissible in this or any other proceeding should this Settlement not become final. For settlement
10 purposes only, the Court conditionally certifies the following Class: "all individuals who were
11 employed by Defendant in California and classified as a non-exempt employee at any time during
12 the Class Period." The Class Period is May 6, 2020 to April 27, 2025.

13 6. The Court provisionally appoints Plaintiff as the representatives of the Class. The
14 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
15 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

16 7. The Court hereby approves, as to form and content, the Court Approved Notice of
17 Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), submitted
18 as Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and
19 accurately inform the Class of all material elements of the proposed Settlement, of the Class
20 Members' right to be excluded from the Class by submitting a written opt-out request, and of each
21 Class Member's right and opportunity to object to the Settlement. The Court further finds that the
22 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
23 and this Order meets the requirements of due process, is the best notice practicable under the
24 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
25 Court orders the mailing of the Class Notice Packet by first class mail, pursuant to the terms set
26 forth in the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
27 Settlement Administrator will promptly search for a more current address for the Class Member
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1 and re-mail the Class Notice Packet to the Class Member no later than seven (7) days after the
2 receipt of the undelivered Class Notice.

3 8. The Court hereby appoints Apex Class Action as Administrator for the Settlement.
4 No later than thirty (30) calendar days after issuance of this Order, Defendant shall provide an
5 electronic spreadsheet with the Class Data to the Administrator. This information will otherwise
6 remain confidential and will not be disclosed to anyone, except as required to applicable taxing
7 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant's express
8 written authorization or by order of the Court. The Administrator will perform address updates
9 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
10 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
11 Data spreadsheet, the Administrator will mail the Class Notice Packet to all Class Members via
12 first-class U.S. Mail.

13 9. The Court hereby preliminarily approves the proposed procedure for exclusion
14 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
15 from the Class as provided in the Class Notice by following the instructions set forth in the Class
16 Notice. All requests for exclusion must be postmarked by no later than the Response Deadline,
17 which is sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class
18 Members. If the Class Notice Packet is re-mailed, this Response Deadline will be extended an
19 additional fourteen (14) calendar days. Any person who chooses to opt-out of and be excluded
20 from the Class will not be entitled to any recovery under the Settlement and will not be bound by
21 the Settlement or have any right to object, appeal or comment thereon. Aggrieved Employees shall
22 be sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA
23 Claims regardless of whether they opt-out of the Class. Class Members who have not requested
24 exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A
25 request for exclusion applies only to the individual submitting the request for exclusion, and any
26 attempt to effect an opt-out on behalf of any other individual or individuals (including a group,
27 class, or subclass of individuals) is not permitted and will be deemed invalid.

1 10. Any Class Member who has not opted-out may appear at the Final Approval
2 Hearing 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 Class Notice. Class Members will have until the
5 Response Deadline set forth in the Class Notice to submit their written objections to the
6 Settlement Administrator in accordance with the instructions in the Class Notice. If the Class
7 Notice is re-mailed, the Response Deadline will be extended an additional fourteen (14) calendar
8 days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
9 objection.

10 11. A Final Approval Hearing shall be held before this Court on December 16, 2026 at
11 9:00 a.m. in Department 302 at the Civic Center Courthouse of the San Francisco County Superior
12 Court to determine all necessary matters concerning the Settlement, including: whether the
13 proposed settlement of the Action on the terms and conditions provided for in the Agreement is
14 fair, adequate and reasonable and should be finally approved by the Court; whether the Final
15 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
16 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
17 to finally approve attorneys' fees and costs, the service award, and the expenses of the
18 Administrator. The motion for final approval and for attorneys' fees, costs and service award shall
19 be filed with the Court and served on all counsel no later than sixteen (16) court days before the
20 hearing and shall be heard at the Final Approval Hearing.

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

6 13. 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 no claim in the
12 Action could be certified as a class action and/or managed as a representative action. In such an
13 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
14 referred to in litigation or otherwise for any purpose.

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

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

21 **IT IS SO ORDERED.**

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23 Dated: _____

24 HON. JOSEPH M. QUINN
JUDGE, SUPERIOR COURT OF CALIFORNIA

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PRELIMINARY APPROVAL ORDER