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

14 **COUNTY OF SANTA BARBARA**

15 DEREK CASEY, an individual, on behalf of
16 himself and on behalf of all persons similarly
situated,

17 Plaintiff,

18 vs.

19 MARBORG RECOVERY, LP, a California
20 Limited Partnership; MARBORG
INDUSTRIES, a California Corporation; and
21 DOES 1 through 50, inclusive,

22 Defendants.

CASE NO.: **24CV02182**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: September 4, 2026

Hearing Time: 10:00 a.m.

Judge: Hon. Donna D. Geck

Dept.: 4

Date Action Filed: April 18, 2024

Trial Date: Not set

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28 **PRELIMINARY APPROVAL ORDER**

1 This matter, having come before the Honorable Donna D. Geck of the Superior Court of
2 the State of California, in and for the County Santa Barbara, on September 4, 2026, for the motion
3 by Plaintiff Derek Casey ("Plaintiff") for preliminary approval of the class settlement with
4 Defendants Marborg Recovery, LP and Marborg Industries ("Defendants"). The Court, having
5 considered the briefs, argument of counsel and all matters presented to the Court and good cause
6 appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action
7 Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement ("Agreement") attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
11 Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based
12 on the Court's determination that the Settlement set forth in the Agreement is within the range of
13 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
14 Procedure, California Rules of Court, rule 3.769, and Labor Code section 2699(1)(2).

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 One Million Two Hundred Fifty Thousand
18 Dollars (\$1,250,000). It appears to the Court on a preliminary basis that the settlement amount
19 and terms are fair, adequate and reasonable as to all potential Class Members when balanced
20 against the probable outcome of further litigation and the significant risks relating to certification,
21 liability and damages issues. It further appears that investigation and research have been
22 conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that settlement at this time will avoid substantial
24 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the Action. It further appears that the Settlement has been reached as the
26 result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily
27 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable
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1 outcome of further litigation and the significant risks relating to certification, liability, and
2 damages issues.

3 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$30,000, and
5 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
6 \$15,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
7 any service award, until the Final Approval Hearing.

8 5. The Court recognizes that Plaintiff and Defendants stipulate and agree to
9 certification of a class for settlement purposes only. This stipulation will not be deemed
10 admissible in this or any other proceeding should this Settlement not become final. For settlement
11 purposes only, the Court conditionally certifies the following Class: "all individuals who were
12 employed by Defendants in California and classified as a non-exempt employee at any time during
13 the Class Period." The Class Period is April 18, 2020 through February 5, 2026.

14 6. 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 Plaintiff are typical of the claims of the members of the Class; (d)
20 the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class
21 action is superior to other available methods for the efficient resolution of this controversy; and (f)
22 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
23 representative of the Class.

24 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
25 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel
26 for the Class.

1 8. The Court hereby approves, as to form and content, the Court Approved Notice of
2 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”)
3 attached to the Agreement as Exhibit A. 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, and of each
6 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
7 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
8 and this Order meets the requirements of due process, is the best notice practicable under the
9 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
10 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
11 the Agreement.

12 9. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
13 than fifteen (15) days after preliminary approval of the Settlement by the Court, Defendants shall
14 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
15 will perform address updates and verifications as necessary prior to the mailing of the Class
16 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
17 receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class
18 Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update
19 Class Member addresses using the National Change of Address database.

20 10. The Court hereby preliminarily approves the proposed procedure for exclusion
21 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
22 from the Class as provided in the Class Notice by following the instructions for requesting
23 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
24 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the
25 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice
26 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such
27 person who chooses to opt out of and be excluded from the Class will not be entitled to any
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1 recovery under the Settlement and will not be bound by the class portion of the Settlement or have
2 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
3 shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request
4 for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a
5 group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the
6 Court's final approval of the Settlement, the Aggrieved Employees will be paid their allocation of
7 the PAGA Penalties and will remain bound by the release of the Released PAGA Claims.

8 10.5 The Court recognizes that, pursuant to the Agreement, if more than 5% of the total
9 Class Members submit valid Requests for Exclusion, Defendants have the right to withdraw from
10 the Settlement entirely. If Defendants exercise this right, the Settlement shall be void ab initio,
11 have no force or effect whatsoever, and the Parties shall revert to their respective positions as if no
12 Settlement had been reached.

13 11. Any Class Member who has not opted out ("Participating Class Member") may
14 appear at the final approval hearing and may object or express their views regarding the
15 Settlement and may present evidence and file briefs or other papers that may be proper and
16 relevant to the issues to be heard and determined by the Court as provided in the Notice.
17 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
18 days from the date of the mailing of the Class Notices, to submit their written objections to the
19 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
20 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.
21 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
22 oral objection.

23 12. A Final Approval Hearing shall be held before this Court on January 29, 2027, at
24 10:00 a.m. in Department 4 at the Santa Barbara County Superior Court to determine all necessary
25 matters concerning the Settlement, including: whether the proposed settlement of the Action on
26 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
27 should be finally approved by the Court; whether the Final Approval Order and Judgment should
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1 be entered herein; whether the plan of allocation contained in the Agreement should be approved
2 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
3 costs, the service award, and the expenses of the Administrator. All papers in support of the
4 motion for final approval and for attorneys' fees, costs and service awards, to be heard at the Final
5 Approval Hearing, shall be filed with the Court and served on all counsel no later than sixteen (16)
6 court days before the hearing.

7 13. Neither the Settlement nor any exhibit, document, or instrument delivered
8 thereunder shall be construed as a concession or admission by Defendants 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 Defendants as, an admission or
11 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
12 omission by Defendants or with respect to the truth of any allegation asserted by any person.
13 Defendants have denied that they have done anything wrong and dispute all the claims in this
14 Action. 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 Defendants, including, but not limited to,
18 evidence of a presumption, concession, indication or admission by Defendants of any liability,
19 fault, wrongdoing, omission, concession or damage.

20 14. 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 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
25 including all available defenses and affirmative defenses, and arguments that any claim in the
26 Action could not be certified as a class action and/or managed as a representative action. In such
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1 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
2 referred to in litigation for any purpose.

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

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

9 **IT IS SO ORDERED.**

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11 Dated: _____

HON. DONNA D. GECK
JUDGE, SUPERIOR COURT OF CALIFORNIA

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PRELIMINARY APPROVAL ORDER