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FILED
Superior Court of California
County of Sacramento
08/14/2026
V. Aleman, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ERIC SCHNEEKLUTH, individually, and on
behalf of other members of the general public
similarly situated; MIGUEL GUZMAN,
GABRIEL CASTELLANOS-LOPEZ,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

MOUNTAIN F. ENTERPRISES, INC, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 25CV015840

Honorable Lauri A. Damrell
Department 8B

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Reservation ID: A-15840-001
Date: August 14, 2026
Time: 9:00 a.m.
Department: 8B

Complaint Filed: July 1, 2025
FAC Filed: April 8, 2026
SAC Filed: May 21, 2026
Trial Date: None Set

1 This matter has come before the Honorable Lauri A. Damrell in Department 8B of the
2 Superior Court of the State of California, for the County of Sacramento, on August 14, 2026 at
3 9:00 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiffs Eric Schneekluth, Miguel Guzman and
5 Gabriel Casellanos-Lopez (collectively, "Plaintiffs"), individually, and on behalf of all others
6 similarly situated and aggrieved employees and Greenberg Traurig, LLP appears as counsel for
7 Defendant Mountain F. Enterprises, Inc. ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 **"EXHIBIT 5"** to the Declaration of Ryan Slinger in Support of Plaintiffs' Motion for Preliminary
15 Approval of Class Action and PAGA Settlement. This is based on the Court's determination that
16 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
23 each other's respective positions. It further appears to the Court that the Settlement, at this time,
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
25 be presented by the further prosecution of the case. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payments, PAGA Amount, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
6 granted as part of the Settlement and preliminarily finds that the monetary settlement awards made
7 available to the Class Members and PAGA Employees are fair, adequate, and reasonable when
8 balanced against the probable outcome of further litigation relating to certification, liability, and
9 damages issues.

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

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
20 as follows:

21 All current and former hourly-paid or non-exempt employees of Defendant in
22 California who worked during the time period from August 31, 2016 through the
date of Preliminary Approval.

23 7. The Court provisionally appoints Arby Aiwanian, Yasmin Hosseini, Ryan Slinger,
24 and Alborz Javaheri of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiffs Eric Schneekluth, Miguel Guzman, and
26 Gabriel Casellanos-Lopez as the Class Representatives.

27 9. The Court provisionally appoints ILYM Group, Inc. ("ILYM") to handle the
28 administration of the Settlement ("Settlement Administrator").

1 10. Within thirty (30) calendar days after entry of this Preliminary Approval Order,
2 Defendant shall provide the Settlement Administrator with the following information about each
3 Class Member: last-known full name, mailing address, telephone number, Social Security number,
4 the number of Workweeks worked during the Class Period, the number of PAGA Pay Periods
5 worked during the PAGA Period, and any such other information as is necessary for the Settlement
6 Administrator to calculate Workweeks and PAGA Pay Periods (collectively referred to as the
7 “Class List”) in conformity with the Settlement Agreement. revised to reference the Second Amended
Complaint, as per the Court's Minute Order.

8 11. The Court approves, both as to form and content, the Notice of Class Action
9 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be
10 provided to Class Members in the manner set forth in the Settlement. The Court finds that the
11 Class Notice appears to fully and accurately inform the Class Members of all material elements of
12 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
13 Request for Exclusion, of Class Members’ and PAGA Employees’ right to challenge the
14 Workweeks and/or the PAGA Pay Periods credited to each of them, and of each Settlement Class
15 Member’s right and opportunity to object to the Class Settlement. The Court further finds that
16 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
17 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
18 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
19 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
20 Notice to all Class Members within fourteen (14) calendar days of receiving the Class List from
21 Defendant, pursuant to the terms set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
25 for Exclusion no later than forty-five (45) calendar days from the initial mailing of the Class
26 Notice (“Response Deadline”), unless the 45th day falls on a Sunday or Federal holiday, in which
27 case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
28 open. In the case of a re-mailed Class Notice, the Response Deadline shall be extended by fifteen

(15) calendar days from the date of the initial Response Deadline. Any Class Member who submits a Request for Exclusion from the Class Settlement will not be a Settlement Class Member and will not have any right to object, appeal, or comment on the Class Settlement. Class Members who submit a timely and valid Request for Exclusion by the Response Deadline will not be bound by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval Order and Judgment entered thereon. PAGA Employees will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on January 29, 2027 or _____ at 9:00 a.m. in Department 8B of the Superior Court of California for the County of Sacramento, located at 500 G Street, Sacramento, California 95814, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Payments, PAGA Amount, and Settlement Administration Costs.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payments, PAGA Amount, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, per code, to be heard at the Final Approval Hearing.

15. Only Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written Objection. The Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. A Settlement Class Member who does not object prior to or at the Final Approval Hearing will be

1 deemed to have waived any objections and will be foreclosed from making any objections
2 (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

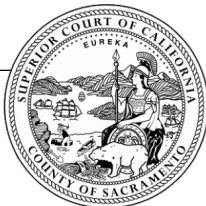
3 16. The Settlement is not a concession or admission and shall not be used against
4 Defendant as an admission or indication with respect to any claim of any fault or omission by
5 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
6 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
7 neither the Settlement, nor any document, statement, proceeding or conduct related to the
8 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
9 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
10 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
11 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
12 establish the existence of any condition constituting a violation of, or a non-compliance with state,
13 federal, local or other applicable law, except for legal proceedings concerning the implementation,
14 interpretation, or enforcement of the Settlement.

15 17. In the event the Settlement does not become effective in accordance with the terms
16 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
17 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
18 vacated, and the Parties shall revert back to their respective positions as of before entering into the
19 Settlement Agreement.

20 18. The Court reserves the right to adjourn or continue the date of the Final Approval
21 Hearing and any dates provided for in the Settlement Agreement without further notice to the
22 Class Members, and retains jurisdiction to consider all further applications arising out of or
23 connected with the Settlement.

24 **IT IS SO ORDERED.**

25 Dated: 8/14/26



26 By:

27 

28 **Lauri A. Damrell, Judge**

The Honorable Lauri A. Damrell
Judge of the Superior Court