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7 Attorneys for Plaintiff
Regina Molloy
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO**

12 REGINA MOLLOY, an individual, on behalf
13 of herself and all others similarly situated,

14 Plaintiff,

15 vs.

16 RESIDENT HOME, LLC,

17 Defendant.
18
19

Case No.: 25CU057416N

**NOTICE OF RULING REGARDING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that this matter came on regularly for a Motion for Preliminary
3 Approval of Class Action Settlement and Certification of Settlement Class on April 10, 2026 at
4 1:30 p.m. in Department N-27 of the above-captioned Court. Matthew Wolf appeared for Plaintiff
5 and Whitney Miner appeared for Defendant. The Court entered the attached Order Granting
6 Preliminary Approval of Class Action Settlement.

7

8 Dated: April 13, 2026

TURNER HENNINGSEN WOLF & VANDENBURG, LLP

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By: /s/ Matthew Wolf
Matthew Wolf

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Attorneys for Plaintiff
REGINA MOLLOY

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11 Regina Molloy

FILED
Clerk of the Superior Court

APR 10 2026

By: A. Carini

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN DIEGO**

14 REGINA MOLLOY, an individual, on behalf
15 of herself and all others similarly situated,

16 Plaintiff,

17 vs.

18 RESIDENT HOME, LLC,

19 Defendant.

Case No.: 25CU057416N

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 10, 2026

Time: 1:30 p.m.

Dept: N-27

Complaint Filed: October 23, 2025

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
3 the Honorable Cynthia Freeland presiding, on April 10, 2026. The Court having considered the
4 papers submitted in support of the Motion, HERBEY ORDERS THE FOLLOWING:

5 1. Capitalized terms shall have the definitions set forth in the Settlement Agreement
6 entered into between the Parties.

7 2. The Settlement, including the Full Notice, Email Notice and Claim Form, attached
8 to the Settlement Agreement as Exhibits B through D, are preliminarily approved.

9 3. The following Class is conditionally certified for purposes of settlement only: All
10 persons in the United States, who, as reflected in Defendant's records, purchased during the Class
11 Period one or more products at a price advertised as a discount from a higher reference price from
12 Siena, Nectar, DreamCloud, CloverLane, or Awara, and who have not received a refund or credit
13 for their purchase(s). Excluded from the Class is Resident Home's Counsel, Resident Home's
14 officers, directors, and employees, and the judge presiding over the Action.

15 4. The Court grants preliminary approval of the distribution to the email address on
16 each Class Members' Claim Form of a \$30.00 Voucher upon the terms set forth in the Settlement
17 Agreement filed herewith and finds that the Class Members meet the requirements for conditional
18 certification for settlement purposes only under California Code of Civil Procedure section 382.6.
19 The Settlement appears to be fair, adequate and reasonable to the Class Members.

20 5. Plaintiff Regina Molloy is conditionally approved as the class representative for the
21 Class Members.

22 6. Plaintiff's Counsel (Matthew Wolf of Turner Henningsen Wolf & Vandenburg,
23 LLP) is conditionally approved as Class Counsel for the Class Members.

24 7. A Fairness Hearing on the question of whether the Settlement, attorneys' fees and
25 costs to Class Counsel, and, if Plaintiff moves for a Class Representative Service Payment, the
26 amount of any such request, as fair, reasonable and adequate as to the Class Members is scheduled
27 in Department N-27 on the date and time set forth below.

28 8. The notice and administration expenses, which are estimated to be up to \$200,000,

\$75,000

CAF

which shall be Angeion Group,

1 and to be paid by Defendant to the Administrator, as further provided in the Settlement Agreement,
2 are hereby conditionally approved.

3 9. The Court approves, as to form and content, the Full Notice and Email Notice in
4 substantially the form(s) attached to the Declaration of Matthew Wolf submitted in conjunction
5 with the Motion and attached as Exhibits B and C to the Settlement Agreement, as applicable. The
6 Court approves the procedures for Class Members to participate in, to request exclusion from, and
7 to object to the Settlement as set forth in the Full Notice and Settlement Agreement.

8 10. The Court directs the provision of Email Notice in accordance with the terms of the
9 Settlement Agreement and as summarized in the schedule set forth in below. The Court finds the
10 dates selected for the distribution of the Class Notice, as set forth in the Settlement Agreement and
11 the schedule set forth below, meet the requirements of due process and provide the best notice
12 practicable under the circumstances and shall constitute due and sufficient notice to all persons
13 entitled thereto.

14 11. Any Class Member may choose to opt-out of and be excluded from the Class, as
15 provided in the Settlement Agreement, by following the instructions for requesting exclusion from
16 the Class that are set forth in the Class Notice and Settlement Agreement. Any such person who
17 chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the
18 Settlement and will not be bound by the Settlement or have any right to object, appeal, or
19 comment thereon. Any Request for Exclusion be signed by each such person opting out. Class
20 Members who have not requested exclusion shall be bound by all determinations of the Court, the
21 Settlement, and Judgment.

22 12. Only Class Members who have not requested exclusion may object to the
23 Settlement. Class Members may object in writing, provided that they do so by filing their
24 objections with the Court and sending a copy to the Administrator, by fax, email, or mail, no later
25 than the Response Deadline. Any written objections must contain: (i) the Class Member's full
26 name; and (ii) attested facts supporting the person's status as a Class Member. In the alternative,
27 any Class Member may appear in Court (or hire at their personal expense an attorney to appear in
28 Court) at the Fairness Hearing to present oral objections. If the objecting Class Member (or the

1 objecting Class Member's counsel) intends to request the Court to allow the Class Member to call
2 witnesses at the Fairness Hearing, they must file and serve on Class Counsel and Defense Counsel
3 a list of any such witnesses and a summary of each witness's expected testimony.

4 13. The Settlement is not a concession or admission, and shall not be used against
5 Defendant or any of the Released Parties as an admission or indication with respect to any claim
6 of any fault or omission by Defendant, or any of the Released Parties. Whether or not the
7 Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding,
8 or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

9 a. Construed as, offered or admitted in evidence as, received as or deemed to be
10 evidence for any purpose adverse to the Released Parties, including, but not limited to,
11 evidence of a presumption, concession, indication, or admission by Defendant or any of
12 the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage;
13 or

14 b. Disclosed, referred to, or offered or received in evidence against Defendant or any of
15 the Released Parties in any further proceeding in the Action, or in any other civil, criminal,
16 or administrative action or proceeding, except for purposes of settling the Action pursuant
17 to the Settlement.

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

22 17. All pretrial proceedings and deadlines are stayed and suspended until further notice
23 from the Court, except for such actions as are necessary to implement the Settlement Agreement
24 and this Order.

25 18. The Court orders the following schedule for further proceedings:
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1	Deadline for Claims Administrator to Provide Notice to Class Members:	May 11, 2026
2		[30 days after entry of Preliminary Approval Order]
3		
4		
5	Claim, Objection, Exclusion Deadline:	
6		July 10, 2026
7		[90 days after entry of Preliminary Approval Order]
8		
9	Deadline for Class Counsel to file Motion for Attorneys' Fees, Costs and Class Representative Service Payment:	
10		<u>August 19, 2026</u>
11		[10 calendar days before the Fairness Hearing]
12	Deadline for Claims Administrator to Provide Declaration Detailing Distribution of Class Notice/Opt Outs/Objections:	
13		<u>September 1, 2026</u>
14		[10 calendar days before the Fairness Hearing]
15	Deadline to Submit Any Responses to Objections:	
16		<u>September 1, 2026</u>
17		[10 calendar days before the Fairness Hearing]
18	Fairness Hearing Date and Time:	
19		<u>September 11, 2026 at 1:30</u>
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IT IS SO ORDERED.

Dated: April 10, 2026

BY Cynthia A. Freeland
Hon. Cynthia Freeland
Superior Court Judge

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2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

4 I am over the age of eighteen years and not a party to the within action. My business address
5 is 707 Wilshire Blvd., Suite 3700, Los Angeles, CA 90017. I am employed at that address with the
6 firm of Turner Henningsen Wolf & VanDenburg, LLP. On **April 13, 2026**. I served the document(s)
7 described as follows:

8 **NOTICE OF RULING REGARDING PLAINTIFF'S MOTION FOR PRELIMINARY**
9 **APPROVAL OF CLASS ACTION SETTLEMENT**

10 I served the foregoing document(s) on all the interested parties in this action, by placing true
11 copies thereof enclosed in sealed envelopes, addressed as follows:

12 Meegan B. Brooks, Esq.
13 Whitney Miner, Esq.
14 Jason C., Hamilton, Esq.
15 Ballard Spahr LLP
16 71 Stevenson Street
17 Suite 400
18 San Francisco, CA 94105
19 brooksm@ballardspahr.com
20 minerw@ballardspahr.com
21 hamiltonj@ballardspahr.com
22 *Attorneys for Defendant*

23 [X] **BY EMAIL:** I served the above document(s) to the email address listed above. A true and
24 correct copy of transmittal will be produced if requested by any party or the court.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct. Executed at Los Angeles, California on **April 13, 2026**.

27 *Omer Salik*

28 _____
Omer Salik