

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
John L. Nitti (State Bar #330752)
Carolina Faccin (State Bar #340855)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com
jnitti@jcl-lawfirm.com
cfaccin@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K Hom (State Bar #327243)
Jaclyn Joyce (State Bar #285124)
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
jaclyn@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DAVID STEVENS and MICHAEL ADAMS,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

v.

KAMPS PROPANE, INC., a California
Corporation; and DOES 1-50, Inclusive;

Defendants.

Case No: 37-2021-00016367-CU-OE-CTL

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: May 21, 2027

Time: 9:00 a.m.

Judge: Hon. Michael T. Smyth

Dept.: C-67

1 This matter having come before the Honorable Judge Michael T. Smythof the Superior Court of
2 the State of California, in and for the County of San Diego, at May 21, 2027, at 9:00 a.m., with Jean-
3 Claude Lapuyade, Esq., and Sydney Castillo-Johnson, Esq. of JCL Law Firm, APC, and Shani O.
4 Zakay, Esq. and Jackland K. Hom, Esq. of Zakay Law Group, APLC, and Nicholas De Blouw of
5 Blumenthal Nordrehaug Bhowmik De Blouw as counsel for Plaintiffs David Stevens and Michael
6 Adams (“Plaintiffs”), and Larry M. Kazanjian, Esq. and Dayra Juarez, Esq., of Palmer Kazanjian Wohl
7 Hodson, LLP appearing for Defendant Kamps Propane, Inc. (hereinafter “Defendant”). The Court,
8 having carefully considered the briefs, argument of counsel and all the matters presented to the Court,
9 and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class
10 Action and PAGA Action Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
13 and Class Notice and Addendum No. 1 (“Agreement”), a true and correct copy of which is attached to
14 the Declaration of Sydney Castillo-Johnson as Exhibit “1” and Exhibit “2.” This is based on the Court’s
15 determination that the Agreement is within the range of possible final approval, pursuant to the
16 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule
17 3.769.

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

20 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendant shall
21 pay is Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00). It appears to the Court
22 on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
23 Class Members when balanced against the probable outcome of further litigation relating to
24 certification, liability, and damages issues. It further appears that investigation and research have been
25 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
26 further appears to the Court that settlement at this time will avoid substantial additional costs by all
27 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
28 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and

1 non-collusive arms-length negotiations.

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

8 5. Plaintiffs seeks Attorneys' Fees and Litigation Costs in the amount of up to Three
9 Hundred Seven Thousand Five Hundred Dollars and Zero Cents (\$307,500.00), comprised of up to
10 thirty-three percent (33%) of the Gross Settlement Amount for attorney's fees, or \$247,500.00, **and**
11 litigation expenses of up to \$60,000.00, to be paid to Class Counsel, as well as a proposed Class
12 Representative Payment to the Class Representatives, David Stevens and Michael Adams, in an amount
13 of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) to each. While these awards
14 appear to be within the range of reasonableness, the Court will not approve the Attorneys' Fees,
15 Litigation Costs, or Class Representative Payments until the Final Approval Hearing.

16 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of
17 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
18 proceeding should this Settlement not become final. For settlement purposes only, the Court
19 conditionally certifies the following Class:

20 "All individuals who are or previously were employed by Defendants in
21 California and classified as non-exempt employees ("Class Members")
22 during the period commencing December 15, 2019, through May 13, 2026
23 ("Class Period").

24 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
25 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
26 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
27 common questions of law and fact predominate, and there is a well-defined community of interest
28 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the

1 Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives
2 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to
3 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are
4 qualified to act as counsel for the Class Representatives in their individual capacity and as the
5 representative of the Class Members.

6 8. The Court provisionally appoints Plaintiffs David Stevens and Michael Adams as the
7 representatives of the Class.

8 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., and Sydney Castillo-
9 Johnson, Esq. of JCL Law Firm, APC, Shani O. Zakay, Esq. and Jackland K. Hom, Esq. of Zakay Law
10 Group, APLC, and Nicholas De Blouw, Esq. of Blumenthal Nordrehaug Bhowmik De Blouw as Class
11 Counsel for the Class Members.

12 10. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
13 (“Class Notice”) attached to Addendum No. 1 as Exhibit “A”. The Court finds that the Class Notice
14 appears to fully and accurately inform the Class Members and Aggrieved Employees of all material
15 elements of the proposed Settlement, including the right of any Class Member to be excluded from the
16 Class by submitting a written request for exclusion, and of each Class Member’s right and opportunity
17 to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially
18 in the manner and form set forth in the Agreement and this Order meets the requirements of due process,
19 is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to
20 all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant
21 to the terms set forth in the Agreement.

22 11. The Court hereby appoints Apex Class Action LLC, as Administrator. Defendant have
23 provided the Administrator with the Class Data, including information regarding Class Members that
24 Defendant will in good faith compile from its records, including each Class Member’s full name; last
25 known address; Social Security Number; start and end dates of employment; and any other information
26 the Administrator deems necessary to accurately calculate the number of Workweeks and Pay Period
27 worked by each Class Member and Aggrieved Employee during the Class and PAGA Periods. No later
28 than forty-five (45) days after Defendants receive notice that the Court has entered the preliminary

1 approval order, Defendants will simultaneously deliver the Class Data to the Administrator. The
2 Administrator shall mail copies of the Class Notice, with Spanish translation, to all Class Members via
3 first class U.S. Mail no later than fourteen (14) days after receipt of the Class Data.

4 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
5 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
6 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from
7 the Settlement as set forth in the Class Notice. All requests for exclusion must be postmarked or
8 received by the Response Deadline which is forty-five (45) calendar days after the Administrator mails
9 the Class Notices to Class Members or, in the case of re-mailed Class Notice, not more than fourteen
10 (14) days from the original Response Deadline. Any such person who chooses to opt out of and be
11 excluded from the Settlement will not be entitled to an Individual Class Payment under the Settlement
12 and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class
13 Members who have not requested exclusion shall be bound by all determinations of the Court, the
14 Agreement, and Judgment.

15 13. Any Class Member who has not opted out may appear at the final approval hearing and
16 may object or express the Class Member's views regarding the Settlement and may present evidence
17 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
18 by the Court as provided in the Class Notice. Class Members will have forty-five (45) calendar days
19 from the date the Administrator mails the Class Notice to postmark their written objections to the
20 Administrator.

21 14. A Motion for Final Approval hearing shall be held on _____ at
22 _____(a.m./p.m.), in Department C-67 of the San Diego County Superior Court, to consider the
23 fairness, adequacy, and reasonableness of the proposed Settlement, including without limitation the:
24 Attorneys' Fees, Litigation Costs, Class Representative Payments, PAGA Payment, Administration
25 Expenses Payment, and Individual Class Payments to Settlement Class Members.

26 15. A Motion for Attorneys' Fees, Litigation Costs and Class Representative Payments shall
27 also be held before this Court on _____ at _____(a.m./p.m.) in Department C-67
28 of the San Diego County Superior Court.

1 16. All papers in support of the Motion for Final Approval and the Motion for Attorneys'
2 Fees, Litigation Costs, and Class Representative Payments shall be filed with the Court and served on
3 all counsel no later than 16 days prior to the Final Approval Hearing. Class Counsel and Plaintiffs shall
4 use best efforts to file all papers in support of the Motion for Final Approval and the Motion for
5 Attorneys' Fees, Litigation Costs, and Class Representative Payments with the Court and served on all
6 counsel within twenty-eight (28) days following the expiration of the Response Deadline.

7 17. In the event the Settlement does not become effective in accordance with the terms of the
8 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
9 effective for any reason, this Agreement shall be rendered null and void and shall be vacated, and the
10 Parties shall revert to their respective positions as of before entering into the Agreement. In such an
11 event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall
12 not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the
13 terms of the Agreement with respect to the effect of the Agreement if it is not approved.

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

17
18 Dated: _____

JUDGE OF THE SUPERIOR COURT