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Attorneys for Plaintiff LOUIS C BERREYES
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

LOUIS C BERREYES, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

SOUTHERN CALIFORNIA GAS COMPANY, a
California Corporation and DOES 1-5- inclusive,

Defendants.

Case No. CIVSB2207291

Assigned for all purposes to
Hon. Joseph T. Ortiz
Dept. S-17

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

Date: September 09, 2025
Time: 1:30 p.m.
Dept.: S-17

1 **ORDER**

2 This Court conducted a hearing on Plaintiff's Motion for Preliminary Approval of Class
3 and PAGA Representative Action Settlement (the "Motion"). Having considered the Motion
4 and the points and authorities submitted in support, including the Joint Stipulation of Class
5 Action and PAGA Settlement ("Settlement Agreement" or "Settlement") and exhibits, and
6 **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the Motion is **GRANTED**,
7 subject to the following findings and orders:

8 1. This Order incorporates by reference the definitions in the Settlement Agreement,
9 and all terms defined in this Order shall have the same meaning as set forth in the Settlement
10 Agreement.

11 2. The Settlement Class shall be conditionally certified for settlement purposes only
12 and shall consist of all persons currently or formerly employed by Defendant Southern
13 California Gas Company in California in hourly-paid, non-exempt customer service field
14 positions at any time between January 28, 2018 to the later of (1) preliminary approval of the
15 Settlement, or (2) the date upon which the total number of workweeks equals 536,484 from
16 January 28, 2018.

17 3. The Class Action Settlement set forth in the Settlement Agreement is
18 preliminarily approved as it appears to be proper, to fall within the range of reasonableness, to
19 be the product of arm's-length and informed negotiations, to treat all Class Members fairly, and
20 to be presumptively valid, subject only to any objections that may be raised at or before the final
21 approval hearing. The Court further finds that Class Counsel conducted extensive investigation
22 and research, and were able to evaluate the strengths and weaknesses of their claims. Class
23 Counsel has provided the Court with enough information about the nature and magnitude of the
24 claims being settled, as well as the impediments to recovery, to make an independent
25 assessment of the reasonableness of the terms to which the Parties have agreed.

26 4. The Court also finds that settlement now will avoid additional and potentially
27 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate
28 the Action.

1 5. The Court preliminarily approves the Settlement Agreement, including all the
2 terms and conditions set forth therein.

3 6. Plaintiff Louis Berreyes is a suitable class representative and is appointed as the
4 Class Representative for the Settlement Class conditionally certified by this Order.

5 7. The Court appoints James R. Hawkins and Christina Lucio of James Hawkins
6 APLC as Class Counsel for the Class Members who do not opt out of the Settlement by the
7 Response Deadline. Class Counsel is authorized to represent and bind Plaintiff and Class
8 Members with respect to all acts or consents required by this Order. Any Class Member may
9 enter an appearance through counsel of such individual's own choosing and at such individual's
10 own expense. Any Class Member who does not enter an appearance or appear on his or her own
11 will be represented by Class Counsel.

12 8. The Court finds, based on Class Counsel's declaration, that Class Counsel has
13 notified the California Labor and Workforce Development Agency ("LWDA") of the PAGA
14 claims at issue in this lawsuit pursuant to Labor Code section 2699.3, and that Class Counsel
15 has notified the LWDA of the settlement of those claims by submitting a copy of the Settlement
16 Agreement to the LWDA in compliance with California Labor Code section 2699(l).

17 9. For the purposes of this Settlement, the Court hereby preliminarily approves the
18 definition and disposition of the Gross Settlement Amount and related matters provided for in
19 the Settlement Agreement. In accordance with the Settlement Agreement, the Court hereby
20 preliminarily approves the Gross Settlement Amount of \$4,880,000, which is the total, non-
21 reversionary amount that Defendants shall be obligated to pay under the Settlement Agreement
22 in order to settle the Action, subject to the escalator clause or truncation of Class Settlement
23 Period in Section 3.1.2 of the Agreement. Separately, Defendants shall also pay the employer's
24 share of payroll taxes on the wage component of the Individual Settlement Payments.

25 10. For the purposes of this Settlement, the Court hereby preliminarily approves the
26 Enhancement Payment to Plaintiff in the amount of \$10,000 in recognition of his role in
27 prosecuting the Action on behalf of Class Members, accepting the risks attendant to acting as a
28 Class Representative, and for providing a broader release to the Released Parties. The Court will

1 decide the final amount of the Enhancement Payment at the Final Approval Hearing, and the
2 Enhancement Payment will be paid from the Gross Settlement Amount.

3 11. For purposes of this Settlement, the Court hereby preliminarily approves a
4 payment of a Class Counsel Fees Award of up to \$1,626,666.67 for fees for the services the
5 attorneys representing the Plaintiff in the Action have rendered to the Class and will render in
6 the Action and reimbursement of costs/expenses up to \$35,000. The Court will decide, and shall
7 have exclusive jurisdiction regarding, the final amount of the Class Counsel Award at the Final
8 Approval Hearing, and the Class Counsel Award will be paid from the Gross Settlement
9 Amount.

10 12. For purposes of this Settlement, the Court hereby preliminarily approves a
11 payment of up to \$22,950.00 to the Settlement Administrator for third-party administration fees
12 that are necessary to administer the Settlement ("Settlement Administrator Costs") to be paid
13 from the Gross Settlement Amount.

14 13. For purposes of this Settlement, the Court hereby preliminarily approves the
15 PAGA Payment in the amount of \$244,000 as providing genuine and meaningful relief that is
16 consistent with PAGA's underlying purpose. The Court also preliminarily approves the Parties'
17 allocation of: (a) seventy-five percent (75%) of the PAGA Settlement as the LWDA PAGA
18 Payment; and (b) twenty-five percent (25%) of the PAGA Settlement to be distributed as the
19 Individual PAGA Payments to the PAGA Employees. The PAGA Settlement shall resolve all
20 claims for civil penalties under the PAGA for the PAGA claims consistent with the PAGA
21 Released Claims for the PAGA Settlement Period described in the Settlement Agreement. The
22 Settlement Agreement provides that the Individual PAGA Payments shall be distributed to
23 PAGA Employees on a pro rata basis determined by dividing each PAGA Member's total
24 Eligible Pay Periods during the PAGA Period by the total Eligible Pay Periods worked by all
25 PAGA Employees during the PAGA Period and then multiplying that fraction by the 25%
26 portion of the PAGA Payment. The Court preliminarily approves this proposed allocation and
27 distribution of the PAGA Settlement as fair, reasonable, and adequate. The Court will decide
28

1 the final PAGA Settlement amount at the Final Approval Hearing, and the PAGA Settlement
2 will be paid from the Gross Settlement Amount.

3 14. The Net Settlement Amount to be distributed to Participating Class Members is
4 the Gross Settlement Amount minus deductions for the Enhancement Payment, Class Counsel
5 Fees Award, Settlement Administrator Costs, and PAGA Settlement. The Settlement
6 Agreement provides that the Individual Class Payments shall be calculated by dividing a
7 Participating Class Member's total Eligible Workweeks worked during the Class Period by the
8 total of all Eligible Workweeks worked by all Participating Class Members during the Class
9 Period, and multiplying this result by the Net Settlement Amount. The Court finds that the Net
10 Settlement Amount confers a substantial benefit to Participating Class Members. Accordingly,
11 for purposes of this Settlement, the Court preliminarily approves the Net Settlement Amount
12 and the Individual Class Payments as fair, reasonable, and adequate. The Court will ultimately
13 decide the fairness and adequacy of the distribution of the Net Settlement Amount at the Final
14 Approval Hearing, and the Net Settlement Amount will be paid from the Gross Settlement
15 Amount.

16 15. The Court approves and appoints ILYM Group, Inc. as the Settlement
17 Administrator.

18 16. The Court finds that – provided that all blanks/missing information is filled out –
19 the form and content of the proposed Notice of Class Action Settlement and Hearing Date for
20 Final Court Approval (attached to the Settlement Agreement as Exhibit 1) will fairly and
21 adequately advise Class Members of the terms of the proposed Settlement, of the preliminary
22 approval of the proposed Settlement, of their right to receive their share of the Settlement, of the
23 scope and effect of the Class Released Claims, of their rights and obligations relating to opting
24 out of or objecting to the Settlement, of the date of the Final Approval Hearing, and of their
25 right to appear at the Final Approval Hearing. Thus, the Court finds that the Notice of
26 Settlement comports with all constitutional requirements, including those of due process. The
27 Court further finds that the distribution of the Notice of Settlement as specifically described
28 within the Settlement Agreement, with measures taken for verification of addresses, as set forth

1 therein, constitutes a fair and effective method of providing notice of this Settlement. The
2 Court finds that the rights of any potential dissenters to the proposed Settlement are protected in
3 that they may exclude themselves from the Settlement and proceed with any alleged claims they
4 may have against Defendant, or they may object to the Settlement and appear before this Court.
5 As such, the Court approves, as to form and content, the proposed Notice of Class Action
6 Settlement and Hearing Date for Final Court Approval, the Objection Form, and Request for
7 Exclusion Form (the "Class Notice").

8 17. The Court directs the mailing, by First-Class U.S. Mail, of the Notice to Class
9 Members in accordance with the schedule set forth below and the other procedures described in
10 the Settlement Agreement. The Court finds that the method selected for communicating the
11 preliminary approval of the Settlement Agreement to Class Members is the best notice
12 practicable under the circumstances, constitutes due and sufficient notice to all persons entitled
13 to notice, and thereby satisfies due process.

14 18. The following dates shall govern for purposes of this Settlement:

- 15 a. No later than _____ (30 calendar days after preliminary approval),
16 Defendants shall provide a list containing Class Members' (i) first and last
17 name; (ii) last known mailing address; (iii) social security number; (iv)
18 number of Eligible Workweeks and Eligible Pay Periods or data sufficient for
19 the Settlement Administrator to determine Eligible Workweeks and Eligible
20 Pay Periods.
- 21 b. No later than _____ (21 calendar days after receipt of Class Data), the
22 Settlement Administrator shall send the Class Notice via first-class mail to
23 Class Members.
- 24 c. No later than _____ (45 days after mailing), Class Members may submit a
25 request for exclusion from the Settlement in accordance with the Settlement.
- 26 d. No later than _____ (45 days after mailing), Class Members may submit a
27 dispute or challenge to the information in the Class Notice in accordance with
28 the Settlement.

- 1 e. No later than _____ (45 days after mailing), Class Members may submit
2 objections in accordance with the Settlement.
- 3 f. At least 21 court days prior to Final Approval Hearing, the Settlement
4 Administrator shall provide Class Counsel and Counsel for Defendants a
5 summary of compliance with notice procedures and a complete and accurate
6 list of all Settlement Class Members, all Class Members who sent timely
7 requests to be excluded from the Action, and all Class Members who objected
8 to the settlement.

9 19. The Response Deadline for Settlement Class Members to whom the Notice of
10 Settlement is remailed after having been returned as undeliverable to the Settlement
11 Administrator shall be the later of fifty-five (55) calendar days after the Settlement
12 Administrator's initial mailing of the Notice of Settlement to Settlement Class Members, or
13 fourteen (14) days after the re-mailing.

14 20. As of the date this Order is signed, all dates and deadlines associated with the
15 above-captioned action shall be stayed, other than those pertaining to the administration of the
16 Settlement, to be re-set if final approval is not granted.

17 21. This Settlement is not a concession or admission and shall not be used against
18 Defendant or any of the Released Parties as an admission of liability with respect to the Class
19 Released Claims or PAGA Released Claims. Whether or not the Settlement is finally approved,
20 neither the Settlement, nor any document, statement, proceeding, or conduct related to the
21 Settlement, nor any reports or accounts thereof, shall in any event be: (a) construed as, offered
22 or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the
23 Released Parties including, but not limited to, evidence of a presumption, concession,
24 indication, or admission by Defendant or any of the Released Parties of any liability, fault,
25 wrongdoing, omission, concession, or damage; or (b) disclosed, referred to, offered, or received
26 in evidence against any of the Released Parties in any further proceeding in the Action, or in
27 any other civil, criminal, or administrative action or proceeding, except for purposes of
28 enforcing the Settlement.

22. Class Counsel's motion and other papers in support of Final Approval of the proposed Settlement and applications for awards of the Enhancement Payments, the Class Counsel Fees Award, and the Class Counsel Costs Award shall be filed and served no later than sixteen (16) court days before the Final Approval Hearing.

23. A Final Approval Hearing shall be held on _____, 2025 at _____ a.m./p.m., in this Department of the Superior Court of the State of California, County of San Bernardino, to determine whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to Class Members. The Court will also hold a hearing on the forthcoming Motion for Attorneys' Fees and Costs and/or Enhancement Award, and the amounts of any such awards at the same date and time as the Final Approval Hearing. After the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement that will adjudicate the rights of all Participating Class Members, PAGA Employees, and the State of California.

24. In the event that the proposed Settlement is not finally approved by the Court, or for any reason the Effective Date does not occur, then the Settlement and all orders entered in connection therewith shall be null and void and of no effect, and shall not be used or referred to for any purposes whatsoever, other than in connection with any further attempts to obtain approval of a Settlement. If the Settlement is not ultimately approved, the Settlement shall be withdrawn without prejudice as to the rights of the Parties thereto.

IT IS SO ORDERED.

DATED: _____ By: _____
Joseph T. Ortiz
JUDGE OF THE SUPERIOR COURT