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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

GABRIEL TROCHE MALDONADO,
GREGORY A. SHERMAN, individually,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

AMERIGAS PROPANE, INC., a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0010754

Honorable Barbara Kronlund
Department 10D

DECLARATION OF MELISSA LEBLANC-MANSELL IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, PAGA REPRESENTATIVE GENERAL RELEASE FEES, AND ADMINISTRATION EXPENSES PAYMENT

[Notice of Motion and Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) Settlement Agreement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative General Release Fees, and Administration Expenses Payment; Declarations of Plaintiffs (Gabriel Troche Maldonado and Gregory A. Sherman); and [Proposed] Order and Judgment filed concurrently herewith]

Reservation ID: TBD
Hearing Date: TBD
Hearing Time: 9:00 a.m.
Department: 10D

Complaint Filed: October 10, 2023
FAC: June 14, 2024
Trial Date: Vacated

DECLARATION OF MELISSA LEBLANC-MANSELL IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, PAGA REPRESENTATIVE GENERAL RELEASE FEES, AND ADMINISTRATION EXPENSES

DECLARATION OF MELISSA LEBLANC-MANSELL

I, Melissa LeBlanc-Mansell, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Gabriel Troche Maldonado and Gregory A. Sherman (together, the “Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Lawyers *for* Justice, PC has recovered, sometimes in association with other law firms, millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From

approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwasian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations.

1 He has played an integral role in preparing matters for class certification, including and not
2 limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County
3 Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County
4 Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County
5 Superior Court Case No. RG13680477). Under his supervision, dozens of class action or
6 representative action cases have resulted in settlements that have been granted court approval.
7 He has handled over one hundred and fifty (150) mediations and has worked on over two
8 hundred and fifty (250) class action or representative action cases which have resulted in
9 settlement.

10 5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
11 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
12 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
13 Georgetown University Law Center in 2010. She is admitted to practice in California (since
14 2010) and in New York (since 2013) and she is also admitted to practice in all U.S. District
15 Courts in California, the U.S. Ninth Circuit Court of Appeals, U.S. Bankruptcy Court for the
16 Central District of California, and the U.S. Supreme Court. She has taken and defended dozens
17 of depositions and successfully handled motion practice in class action cases regarding discovery
18 (including and not limited to, regarding class contact information), class certification (both
19 contested class certification and stipulated class certification), arbitration agreements,
20 coordination, and intervention. She has successfully handled briefing and oral argument on
21 appeal and obtained notable decisions regarding the Private Attorneys General Act and employer
22 efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall*
23 *Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert.
24 denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. She has
25 significant experience with class actions, including and not limited to working on cases to obtain
26 class certification through contested motion practice and working on cases in the post-
27 certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study,

6. I am a Member of Lawyers *for* Justice, PC. I received my undergraduate degree from Louisiana State University, Baton Rouge and my Juris Doctor degree from the University of Toledo College of Law. After graduating from law school, I clerked for the Honorable George J. Larke, Jr. of the Louisiana 32nd Judicial District Court. I was originally admitted to practice law in Louisiana in 2009, then admitted to practice law in California in 2012, in Washington in 2022, and in Oregon in 2023. Prior to joining Lawyers *for* Justice, PC, I practiced family law and personal injury law, serving as second chair for trials, practiced workers' compensation law, handled medical malpractice and plaintiff's-side securities and wage and hour class action cases, and served as a Compliance and Special Investigations Unit Manager for AIDS Healthcare Foundation. At Lawyers *for* Justice, PC, I have worked on many complex wage-and-hour class and PAGA representative action cases, and handled all aspects of litigation of said cases. Further, I have trained and managed a large team of attorneys at the firm, with a focus on evaluating and preparing cases for mediation and mandatory settlement conferences. I have extensive experience in the class action mediation process and have successfully negotiated settlements in over one hundred (100) cases.

25 7. Defendant is a propane distribution company headquartered in King of Prussia,
26 Pennsylvania. Plaintiffs Gabriel Troche Maldonado and Gregory A. Sherman are former
27 employees of Defendant.

8. Plaintiffs have satisfied the prerequisites under California Labor Code § 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff Gabriel Troche Maldonado that was dated August 3, 2023 (“Maldonado PAGA Notice”) and written correspondence on behalf of Plaintiff Gregory A. Sherman that was dated April 3, 2024 (“Sherman PAGA Notice”) (together, the “PAGA Notices”). The PAGA Notices were sent by U.S. Certified Mail to the employer and submitted to the LWDA by way of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the PAGA Notices. A true and correct copy of the Maldonado PAGA Notice is attached hereto as “EXHIBIT 2.” A true and correct copy of the Sherman PAGA Notice is attached hereto as “EXHIBIT 3.”

9. On October 10, 2023, Plaintiff Maldonado filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“*Maldonado Complaint*”) against Defendant in the San Joaquin County Superior Court (“Court”), Case No. STK-CV-IOE-2023-0010754 (the “Action”).

10. On January 16, 2024, Defendant filed an Answer to the *Maldonado Complaint*. Defendant maintained, and continues to maintain, that it had, and continues to have, legally compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiffs seek civil penalties under PAGA.

11. On June 17, 2024, Plaintiff Maldonado filed a First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), adding Plaintiff Sherman as a named Plaintiff. Plaintiffs’ core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiffs and other Aggrieved Employees, of, *inter alia*,

1 failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods
2 and associated premiums, failing to pay timely wages during employment and upon termination
3 of employment, failing to provide complete and accurate itemized wage statements, failing to
4 keep complete and accurate payroll records, and failing to reimburse necessary business-related
5 expenses and costs.

6 12. On January 16, 2024, Plaintiff propounded Form Interrogatories – General (Set
7 One), Request for Production of Documents (Set One), and Special Interrogatories (Sets One and
8 Two) on Defendant. Further, on January 16, 2024, Defendant also served a Notice of Deposition
9 on Defendant’s Person Most Knowledgeable regarding various topics, including and not limited
10 to, organizational structure, document retention, wage and hour practices, policies, defenses, and
11 other topics relevant to claim valuation, as well as documents responsive to these topics.

12 **THE SETTLEMENT REACHED IN THE ACTION**

13 13. Marked and attached hereto as “**EXHIBIT 1**” is the Stipulation of Settlement of
14 Representative Claims Under the Labor Code Private Attorneys General Act (“Settlement,”
15 “Agreement,” or “Settlement Agreement”), entered into between Plaintiffs Gabriel Troche
16 Maldonado and Gregory A. Sherman and Defendant AmeriGas Propane, Inc. (“Defendant”).
17 The parties have also drafted and agreed to the form and content of the proposed informational
18 cover letter (“Notice of Settlement”) for mailing to Aggrieved Employees when Individual
19 PAGA Payments are distributed to them, in substantially the form attached as “EXHIBIT 1” to
20 the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act
21 Settlement Agreement and Release and Award of PAGA Counsel Fees Payment, PAGA Counsel
22 Litigation Expenses Payment, PAGA Representative General Release Fees, and Administration
23 Expenses Payment. The Court is respectfully requested to approve the proposed Notice of
24 Settlement.

25 14. The Settlement pertains to the following allegedly aggrieved employees: all
26 current and former hourly-paid or non-exempt employees employed by Defendant in the State of
27 California during the PAGA Period who held any of the following titles: ACE – Over the Road

Driver, Cynch Delivery Rep, Delivery Rep, Delivery Rep – ACE, Delivery Rep – Airborne, Delivery Rep – Bulk, Delivery Rep – Cylinder, Delivery Representative, Service Technician, or (PTI) Transport Driver (“Aggrieved Employees”). Pursuant to Paragraph 1.22 of the Settlement Agreement, the “PAGA Period” is defined in the Settlement Agreement as the period between August 3, 2022 through the date of settlement approval and entry of judgment, or the Alternate End Date pursuant to Paragraph 8.1. Paragraph 8.1 of the Settlement Agreement (the “Escalator Clause”) provides that based on information provided by Defendant, it is estimated that during the PAGA Period there are approximately 538 Aggrieved Employees who are credited with 18,700 PAGA Pay Periods. In the event that the number of PAGA Period exceeds 18,700 by more than 10% (i.e., exceeds 20,570 PAGA Pay Periods), then at Defendant’s option either (i) the dates for the PAGA Period shall be adjusted so that the number of PAGA Pay Periods does not exceed 20,570 Pay Periods, or (ii) the Gross Settlement Amount shall be increased equal to the percentage increase in the number of PAGA Pay Periods worked by the Aggrieved Employees by 10%, and the amounts set forth in Paragraphs 3.1 and 3.2.4 shall be adjusted accordingly. On or about May 29, 2025 and June 16, 2025, Defendant’s Counsel informed PAGA Counsel that for the period commencing on August 3, 2022 and up to approximately March 26, 2025, the PAGA Pay Periods count exceeds 20,570 PAGA Pay Periods, and that Defendant has elected to shorten the PAGA Period so that it is December 24, 2022 through July 31, 2025, based on its determination and representation that its best estimate is that the period December 24, 2022 through July 31, 2025 will encompass but not exceed 20,570 PAGA Pay Periods. Defendant continues to review their pay records, and will provide the Court with updated information at the time of hearing.

15. Defendant has agreed to pay the gross amount of \$550,000.00 (“Gross Settlement Amount”), subject to possible increase under Paragraph 8.1 of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the “PAGA Penalties” will be the Gross Settlement Amount less the following amounts: (1) PAGA Counsel Fees Payment in the amount of up to \$192,500.00 for attorneys’ fees and PAGA Counsel Litigation Expenses

Payment in the amount of up to \$25,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC (“PAGA Counsel”); (2) PAGA Representative General Release Fees in the amounts of \$7,500.00 each to Plaintiffs (totaling, \$15,000.00); and (3) Administration Expenses Payment of up to \$6,990.00 to the Administrator. The parties have agreed to retain Rust Consulting as the proposed third-party administrator (“Rust Consulting” or “Administrator”), to handle the administration of the Settlement, and the Court is respectfully requested to appoint Rust Consulting to serve as the Administrator. Rust Consulting has quoted \$6,990.00 to handle the administration of the Settlement. PAGA Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$21,249.71, and assuming that the requested PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative General Release Fee, and Administration Expenses Payment are approved by the Court, the PAGA Penalties is estimated to be approximately \$314,260.29. The PAGA Penalties will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code § 2699(i): 75% will be distributed to the LWDA, which is estimated to be \$235,695.22 (“LWDA PAGA Payment”), and 25% will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the their PAGA Pay Periods, which is estimated to be \$78,565.07 (“Net Settlement Amount”).

THE LITIGATION AND WORK PERFORMED BY PAGA COUNSEL

16. The effectiveness of PAGA Counsel, Lawyers for Justice, PC in prosecuting this case has translated into tangible monetary benefits for Plaintiffs, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

17. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the parties participated in extensive settlement

discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on December 7, 2024, conducted by Eve Wagner, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the Parties reached the Settlement described herein. In the course of mediation and settlement discussions, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, regular rate of pay calculations, failure to reimburse business expenses, Federal Motor Carrier Safety Administration (“FMCSA”) and Pipeline and Hazardous Materials Safety Administration (“PHMSA”) preemption, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm’s length in an adversarial position.

18. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiffs served formal discovery requests and conducted significant investigation and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a large volume of information, documents, and data obtained from Plaintiffs, Defendant, and other sources. The information, documents, and data that were reviewed and analyzed by PAGA Counsel included, and were not limited to, Plaintiffs’ employment records; a detailed sampling of Aggrieved Employees’ time and pay data; Defendant’s Employee Handbook; job descriptions; various forms, agreements, and acknowledgments (such as, Defendant’s Confidentiality and Post-Employment Agreement, Employee Handbook – Employee Acknowledgement Form, Human Resources Sign On Bonus Agreement, UGI Code of Business Conduct and Ethics Compliance Statement and Mutual Agreement to Arbitrate Disputes); and Defendant’s operations and employment practices, policies, and procedures (such as, Code of Business Conduct and Ethics, PTI Manual, FMSCA

California Meal and Rest Break Rules for Commercial Motor Vehicle Drivers, DOT Safety Policy, and Substance Abuse Policy), among other documents. Counsel for the parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by PAGA Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case management, discovery, mediation, and settlement negotiations, among other issues; case strategy and analysis; propounding written discovery requests and notices of depositions of Defendant's persons most knowledgeable designees; claims evaluation and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to settlement approval motion papers), briefs for mediation, and the settlement agreement; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, business expense reimbursement, meal and rest periods, FMCSA and PHMSA preemption, regular rate of pay calculations, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, Plaintiffs' claims, and Defendant's defenses, as well as facts discovered.

19. Based on investigation and information discovered, PAGA Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While PAGA Counsel believes that the PAGA claim has merit and that Plaintiffs will ultimately succeed in this litigation and prevail at trial, Plaintiffs and PAGA Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiffs, including, and not limited to, the issues of off-the-clock work, non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

20. Plaintiffs and their counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation.

THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE OF POSSIBLE OUTCOMES

21. In order for Plaintiffs to prevail on the PAGA claim, Plaintiffs would have to prove or otherwise demonstrate that provisions of the California Labor Code that were alleged to have been violated were not pre-empted, that Defendant engaged in the alleged California Labor Code violations, and that Defendant's conduct warrants the imposition of civil penalties. Also, in order to be able to adjudicate the PAGA claim in court, Plaintiffs would have to defeat Defendant's efforts to compel arbitration of the PAGA claim based on its arbitration agreements. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiffs may involve individualized issues and/or are not suitable for adjudication as to a group of employees (i.e., raise manageability issues).

22. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiffs' allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against any of its employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

23. Defendant also challenged Plaintiffs' standing as aggrieved employees and denied that any of its other employees, with respect to whom Plaintiffs seeks civil penalties, are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish

standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting that PAGA “require[s] a plaintiff to have suffered an injury resulting from an unlawful action”); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that “PAGA’s public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation”); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have “broad discretion to determine the order of proof in the interest of judicial economy”); see also Cal. Code Civ. Proc. § 598 (The court may “when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]”); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to “establish the sequence and timing of discovery for the convenience of parties and witnesses and in the interests of justice”); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

24. Defendant pointed to case law that held that, given the derivative nature of the PAGA claim, it would stand or fall based on whether Plaintiffs could successfully demonstrate the requisite elements to establish the various alleged violations of the California Labor Code that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*, failure to properly pay wages, failure to provide compliant meal and rest periods, failure to reimburse for expenses, etc.

25. Further, Defendant also maintained that, in addition to its strong arguments

1 against the underlying claims, taking the current unsettled state of law, it would be unjust to
2 award the maximum potential PAGA penalties. There was also a dearth of law and guidance
3 regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly
4 established methodology for the valuation and/or assessment of PAGA penalties, and case
5 outcomes (such as those discussed below) have shown that the actual amount of civil penalties
6 actually assessed by trial courts is far less than the amount sought.

7 26. Defendant also argued that an important feature of PAGA is that the Court retains
8 discretion to lower the penalties if, based on the facts and circumstances of the particular case, to
9 do otherwise would result in an award that is “unjust, arbitrary and oppressive, or confiscatory.”
10 See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.*
11 (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA
12 penalties awarded to an employee based upon discretionary factors). Defendant maintained, and
13 continues to maintain, that it had and continues to have, legally-compliant employment policies
14 and practices throughout the time period at issue. Even if, *arguendo*, such violations occurred,
15 which Defendant denies, Defendant contended that said violations would only be considered
16 “initial violations” and thus heightened “subsequent violation” penalties were not warranted.
17 See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th
18 1157, 1208-09 (“Until the employer has been notified that it is violating a Labor Code provision
19 [...], the employer cannot be presumed to be aware that its continuing underpayment of
20 employees is a ‘violation’ subject to penalties.”). Defendant argued that it would be able to show
21 a lack of willfulness in the violations, such that the alleged California Labor Code violations
22 would not be considered “willful.” Defendant contended that, at best, even if a violation giving
23 rise to a penalty was shown for each pay period, only the lower civil penalty associated with
24 initial violations would apply. As discussed above, Defendant denied and continues to deny that
25 it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that
26 any violations occurred, Defendant argued the violations would not be viewed as subsequent
27 violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely

1 to assess cumulative penalties for the maximum number of possible, separate California Labor
2 Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—
3 especially where certain conduct may be regulated by multiple provisions of the California Labor
4 Code that are interrelated and work in tandem. As such, Defendant contended that cumulative
5 penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

6 27. PAGA Counsel was also aware of case law indicating that courts have attributed
7 little separate value to PAGA claims, for example, allowing them to be resolved for \$0 where the
8 other underlying California Labor Code claims are being (or have been) resolved, or, assessing
9 much lower amounts of civil penalties against employers than are sought. See e.g., *Magadia v.*
10 *Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding
11 that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties
12 the Court sees fit” and reducing the PAGA penalty award significantly from the maximum
13 penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior
14 Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court
15 awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75
16 million in penalties sought, the court affirmed the trial court’s \$150,000 PAGA penalty award
17 based on 30,000 violations, which reduced the penalty rate to \$5 per violation); *Arnold v San*
18 *Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec.
19 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego County Superior Court
20 No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage*
21 *and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS
22 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-*
23 *Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties
24 awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA
25 penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa
26 Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award
27 PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug.

12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

28. Importantly, Defendant also contended that the claims of Plaintiffs and other Aggrieved Employees are subject to enforceable binding arbitration agreements. Defendant contended that, taken together, these agreements would have claim preclusive impact, or otherwise, could effectively be used to require Aggrieved Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Somewhat recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while

the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id.* at 693.

29. Importantly, Defendant also contended that most or all of the claims of Plaintiffs and other Aggrieved Employees are preempted because these motor carrier drivers are governed by the federal "Hours of Service" regulations and are therefore exempt from California's requirements regarding meal/rest periods and overtime. Specifically, Defendant highlighted and argued that two separate determinations preempt California's meal/rest period requirements, the first from the FMCSA and the second from the PHMSA. *See* 83 Fed. Reg. 67470 (Dec. 28, 2018); *see also* 83 Fed. Reg. 47961 (Sept. 21, 2018). Defendant also argued that overtime claims are similarly barred because the California Wage Order that applies to transportation workers (Industrial Welfare Commission Order No. 9-2001) expressly exempts drivers governed by the federal "Hours of Service" regulations.

30. Unless otherwise specified, all citations and references to the PAGA statute contained herein are to the version of the statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the notices to the LWDA were filed prior to June 19, 2024. It is worth noting that the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

1 31. While Plaintiffs disagree with Defendant's contentions and maintain that their
2 PAGA claims have merit, in reaching the settlement, Plaintiffs and their counsel took into
3 account the strengths and weaknesses of each side's position and the uncertainty of how the case
4 might have concluded as litigation continued, at trial, and/or upon appeal.

5 32. The parties had the opportunity to review extensive information, documents, and
6 data regarding Plaintiffs' and Aggrieved Employees' employment with Defendant in an effort to
7 determine the potential value and strength of the PAGA claim. Counsel for the parties invested
8 time reviewing and analyzing the relevant information, documents, and data, and this
9 information made it possible to calculate the potential value of the PAGA claim (as discussed
10 below). Accordingly, the parties have conducted sufficient investigation and review of data,
11 documents, and information to be sufficiently apprised of the nature and extent of the PAGA
12 claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its
13 fairness, adequacy, and reasonableness. The parties have also considered the settlement
14 negotiations and the recommendations of the mediator Eve Wagner, Esq., who is highly
15 experienced in mediation complex labor and employment matters. The parties have agreed that
16 this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well
17 as the costs, risks, and delays to both sides that would attend further litigation. The Settlement
18 takes into account the strengths and weaknesses of each side's position and the uncertainty of
19 how the case might have concluded as litigation continued, at trial, and/or upon appeal.

20 33. The amount of the Settlement is adequate in light of the legal basis, facts,
21 evidence, and circumstances in connection with Plaintiffs' allegations and the PAGA claim. The
22 conclusion to be drawn from the foregoing analysis is that neither liability nor the ability to
23 adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why the
24 Parties elected to settle this matter. PAGA Counsel considered the defenses asserted,
25 information and evidence obtained, and circumstances in this case, which posed risks to
26 representative adjudication and monetary recovery. PAGA Counsel also considered the fact that,
27 by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear

that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed.

ATTORNEYS' FEES REQUESTED BY PAGA COUNSEL

34. As set forth more fully in the accompanying Motion, PAGA Counsel seeks attorneys' fees in the amount of \$192,500.00, which represents approximately thirty-five percent (35%) of the Gross Settlement Amount. Pursuant to the contingency-fee agreements entered into by and between Plaintiffs and PAGA Counsel, Plaintiffs have agreed to contingency-fees of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that PAGA Counsel took in commencing the case; (2) the time, effort, and expense that PAGA Counsel dedicated to the case; (3) the skill and determination that PAGA Counsel has shown; (4) the results that PAGA Counsel has achieved throughout the litigation; (5) value of the settlement that PAGA Counsel has achieved in the case; and (6) the other cases that PAGA Counsel has turned down in order to devote its time and efforts to this case.

35. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that PAGA Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **281.80 hours** performing tasks to obtain a recovery on behalf of Plaintiffs, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 4**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

36. The work performed in this particular case, the background of Lawyers *for* Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions,

support a reasonable blended hourly rate of compensation of at least \$850 per hour for work performed by PAGA Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; and final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of \$831.38.

LITIGATION COSTS AND EXPENSES INCURRED BY PAGA COUNSEL

37. The Settlement provides for reimbursement of litigation costs and expenses of up to \$25,000.00. PAGA Counsel seeks reimbursement of \$21,249.71 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "EXHIBIT 5." It should be noted that PAGA Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount (\$25,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of \$3,750.29 will be part of the PAGA Penalties.

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PAGA REPRESENTATIVE GENERAL RELEASE FEES TO PLAINTIFFS

38. For their broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Paragraphs 3.2.1 and 5.1 of the Settlement Agreement), the Settlement provides for PAGA Representative General Release Fees to Plaintiffs in the amount of up to \$7,500.00 each (totaling \$15,000.00) to be paid out of the Gross Settlement Amount, subject to approval by the Court. The requested PAGA Representative General Release Fees are fair and appropriate. It is also worth noting that Plaintiffs have undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiffs stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiffs have spent a substantial amount of time and effort discussing their employment with their counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever their counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiffs to receive PAGA Representative General Release Fees, in addition to any individual penalties payment they will receive as aggrieved employees.

39. PAGA Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 14th day of July 2025, at Salem, Oregon.



Melissa LeBlanc-Mansell

EXHIBIT 1

1 ARBY AIWAZIAN (State Bar No. 269827)
JOANNA GHOSH (State Bar No. 272479)
2 MELISSA LEBLANC-MANSELL (State Bar No. 283080)
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Attorneys for Plaintiffs
6 GABRIEL TROCHE MALDONADO
GREGORY A. SHERMAN
7

Additional Counsel Listed on Next Page
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN JOAQUIN
11 STOCKTON COURTHOUSE
12

13 GABRIEL TROCHE MALDONADO,
GREGORY A. SHERMAN, individually, and
14 on behalf of other aggrieved employees
pursuant to the California Private Attorneys
15 General Act,

16 Plaintiffs,

17 vs.

18 AMERIGAS PROPANE, INC., a Pennsylvania
corporation; and DOES 1 through 100,
19 inclusive,

20 Defendants.
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28

Case No. STK-CV-UOE-2023-0010754

**STIPULATION OF SETTLEMENT OF
REPRESENTATIVE CLAIMS UNDER
THE LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

**EXHIBIT A: [PROPOSED] ORDER
APPROVING REPRESENTATIVE
ACTION SETTLEMENT**

EXHIBIT B: [PROPOSED] JUDGMENT

**EXHIBIT C: [PROPOSED] NOTICE OF
SETTLEMENT**

Judge: Hon. Barbara Kronlund
Dept: 10D
Action Filed: October 10, 2023
Trial Date: February 2, 2026

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13 Attorneys for Defendant
14 AMERIGAS PROPANE, INC.
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This Stipulation of Settlement of Representative Claims Under the Labor Code Private Attorneys' General Act ("Settlement," "Agreement," or "Settlement Agreement") is made by and between plaintiffs Gabriel Troche Maldonado ("Plaintiff Maldonado") and Gregory A. Sherman ("Plaintiff Sherman") (collectively, "Plaintiffs" or "PAGA Representatives"), on the one hand, and AmeriGas Propane, Inc. ("Defendant"), on the other hand. The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as a "Party."

1. DEFINITIONS

Terms not otherwise defined in this Agreement shall have the following meanings:

1.1. "Action" means the lawsuit captioned *Gabriel Troche Maldonado, et al. v. AmeriGas Propane, Inc.*, Case No. STK-CV-UOE-2023-0010754 initiated on October 10, 2023, in the Superior Court of the State of California, County of San Joaquin, Stockton Courthouse.

1.2. "Administrator" means Rust Consulting, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means a person classified as a non-exempt, hourly employee and employed by Defendant in California during the PAGA Period who held any of the following titles: ACE – Over the Road Driver, Cynch Delivery Rep, Delivery Rep, Delivery Rep – ACE, Delivery Rep – Airborne, Delivery Rep – Bulk, Delivery Rep – Cylinder, Delivery Representative, Service Technician, or PTI (Transport) Driver.

1.5. "Aggrieved Employee Data" means the following information for each Aggrieved Employee: (1) name; (2) last known home address and telephone number; (3) number of PAGA Pay Periods; (4) the estimated payment amount assuming all fees and costs sought are awarded; and (5) social security number.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employees' mailing addresses using all

1 reasonably available sources, methods and means, including, but not limited to, the National
2 Change of Address database, skip traces and direct contact by the Administrator with Aggrieved
3 Employees.

4 **1.7. “Approval Order”** means the proposed Order Approving Representative Action
5 Settlement, in the same or similar form as Exhibit A.

6 **1.8. “Court”** means the Superior Court of California, County of San Joaquin.

7 **1.9. “Defense Counsel”** means Joseph D. Lee, Margaret G. Maraschino, and Wendy
8 Q. Xiao of Munger, Tolles & Olson, LLP.

9 **1.10. “Effective Date”** means the date by when both of the following have occurred:
10 (a) the Court enters a Judgment on its Order Approving Representative Action Settlement and
11 (b) the Judgment is Final.

12 **1.11. “Final”** means the point at which the Judgment has become final and irreversible
13 because either (i) no appeal has been taken from the Judgment within 60 days of its entry or (ii)
14 an appeal or other review proceeding of the Judgment having been commenced, such appeal or
15 other review is finally concluded and is no longer subject to review, whether by direct appeal,
16 writ of certiorari, motion for reconsideration, or otherwise, and such appeal or other review has
17 been finally resolved in a manner that materially affirms the Judgment. Notwithstanding the
18 foregoing, any proceeding or order, or any appeal or petition for a writ pertaining solely to the
19 award of attorneys’ fees or costs shall not, by itself, in any way delay or preclude the Judgment
20 from becoming Final.

21 **1.12. “Gross Settlement Amount”** means Five Hundred and Fifty Thousand Dollars
22 and Zero Cents (\$550,000.00), which is the total gross amount Defendant agrees to pay under
23 the settlement except as provided in Paragraph 8.3 below. The Gross Settlement Amount will be
24 used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees
25 Payment, the PAGA Counsel Litigation Expenses Payment, the Administrator’s Expenses
26 Payment, and the PAGA Representative General Release Fees.

1 **1.13. “Individual PAGA Payment”** means each Aggrieved Employee’s *pro rata* share
2 of 25% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods the
3 Aggrieved Employee worked during the PAGA Period.

4 **1.14. “Judgment”** means the judgment to be entered by the Court pursuant to this
5 Stipulation of Settlement, which shall be a judgment in the same or similar form as Exhibit B.

6 **1.15. “LWDA”** means the California Labor and Workforce Development Agency.

7 **1.16. “LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the
8 LWDA under Labor Code section 2699, subd. (i) (2023).¹

9 **1.17. “Net Settlement Amount”** means the Gross Settlement Amount, less the
10 following payments in the amounts approved by the Court: the LWDA PAGA Payment, the
11 PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the
12 Administration Expenses Payment, and the PAGA Representative General Release Fee. The Net
13 Settlement Amount is equal to the total of all Individual PAGA Payments.

14 **1.18. “Operative Complaint”** means the First Amended Complaint filed in the Action
15 on June 17, 2024.

16 **1.19. “PAGA Counsel”** means Arby Aiwazian, Joanna Ghosh, and Melissa LeBlanc-
17 Mansell of Lawyers for Justice, P.C. The term “PAGA Counsel” shall be used synonymously
18 with the term “Plaintiff’s Counsel.”

19 **1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses**
20 **Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
21 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

22 **1.21. “PAGA Pay Period”** means any pay period for which an Aggrieved Employee
23 received a wage statement from Defendant for non-exempt employment in California during the
24 PAGA Period.

25
26
27 ¹ Labor Code section 2699 was amended effective July 1, 2024, to change the distribution of civil
28 penalties for actions brought on or after June 19, 2024. *See id.* section 2699(v)(1). As this action
was filed on October 10, 2023, the Parties refer to the then-applicable version of Labor Code
section 2699 throughout this Settlement Agreement.

1 **1.22. “PAGA Period”** means the period from August 3, 2022 through the date of
2 settlement approval and the associated entry of judgment.

3 **1.23. “PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

4 **1.24. “PAGA Notices”** means Plaintiffs’ letters to Defendant and the LWDA sent on
5 August 3, 2023 and April 3, 2024, respectively, providing notice pursuant to Labor Code section
6 2699.3, subd. (a).

7 **1.25. “PAGA Penalties”** means the total amount of PAGA civil penalties to be paid
8 from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the
9 LWDA.

10 **1.26. “PAGA Representative General Release Fee”** means the payments to Plaintiff
11 Maldonado and Plaintiff Sherman for providing services in support of the Action and providing
12 a broader release.

13 **1.27. “Released PAGA Claims”** means the claims being released by the Plaintiffs, all
14 of the Aggrieved Employees, the State of California, and the LWDA, as described in Paragraph
15 (5) below.

16 **1.28. “Released Parties”** means Defendant and its predecessors and successors,
17 corporate parents, corporate subsidiaries, and corporate affiliates (including, without limitation,
18 UGI Corporation and AmeriGas Propane, LP) and all its and those entities’ former and present
19 directors, officers, executive and management-level employees, managing agents, shareholders,
20 owners, members, attorneys, consultants, accountants, insurers, reinsurers, predecessors,
21 successors, and assigns.

22 **1.29. “Notice of Settlement”** means the letter to be sent by the Administrator with each
23 payment to an Aggrieved Employee, in the same or substantially the same form as Exhibit C.

24 **2. RECITALS**

25 **2.1.** On August 3, 2023, Plaintiffs’ Counsel submitted a letter on behalf of Plaintiff
26 Maldonado to the LWDA and served on Defendant a notice under Labor Code section 2699.3
27 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of
28 Aggrieved Employees for alleged violations of California Labor Code sections 201, 202, 203,

204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-972705-23.

2.2. On October 10, 2023, Plaintiff Maldonado filed his PAGA complaint in the San Joaquin County Superior Court against Defendant, commencing the Action, asserting a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

2.3. On April 3, 2024, Plaintiffs' Counsel submitted a letter on behalf of Plaintiff Sherman to the LWDA and served on Defendant a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-1020235-24.

2.4. On June 14, 2024, Plaintiff Maldonado filed a First Amended Complaint, which named Plaintiff Sherman, in the San Joaquin Superior Court against Defendant for civil penalties under PAGA predicated upon: (1) failure to pay overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide complete and accurate wage statements; (8) failure to keep complete and accurate payroll records; and (9) failure to reimburse necessary business-related expenses and costs.

2.5. On December 7, 2024, Plaintiff Maldonado, Plaintiff Sherman, and Defendant participated in a mediation with Eve Wagner, Esquire, which led to the present settlement of this case on a PAGA basis only.

2.6. Prior to mediation, Defendant informally produced the following: (1) a sample of time records for 79 of the 538 non-exempt employees employed in California during the PAGA Period who held any of the following titles: ACE – Over the Road Driver, Cynch Delivery Rep, Delivery Rep, Delivery Rep – ACE, Delivery Rep – Airborne, Delivery Rep – Bulk, Delivery

1 Rep – Cylinder, Delivery Representative, Service Technician, or PTI (Transport) Driver working
2 for Defendant in California during the PAGA Period as of the time such sample was pulled; (2)
3 a sample of pay records for 79 employees; (3) the number of Aggrieved Employees; (4) the
4 number of pay periods in the PAGA Period; (5) all policy documents; (6) Employee Handbooks;
5 (7) Plaintiffs’ time records, pay records, and paystubs. Based on these records and in consultation
6 with expert consultants, PAGA Counsel was able to extrapolate all pertinent data through the
7 date of mediation.

8 **2.7.** The Parties, PAGA Counsel and Defense Counsel represent that they are not
9 aware of any other pending matter or action asserting claims that will be extinguished or affected
10 by the Settlement.

11 **3. MONETARY TERMS**

12 **3.1. Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.3
13 below, Defendant shall pay \$550,000.00 and no more as the Gross Settlement Amount.
14 Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in
15 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
16 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of
17 payment. None of the Gross Settlement Amount will revert to Defendant.

18 **3.2. Payments from the Gross Settlement Amount.** The Administrator will make
19 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
20 by the Court in the Final Approval Order:

21 **3.2.1 To Plaintiff Maldonado and Plaintiff Sherman:** Subject to Plaintiff
22 Maldonado and Plaintiff Sherman each executing (and not revoking) a
23 general release and 1542 waiver, PAGA Representative General Release
24 Fees to Plaintiff Maldonado and Plaintiff Sherman of not more than
25 \$7,500.00 each, for a total of \$15,000.00 (in addition to any Individual
26 PAGA Payment they are entitled to receive). Defendant will not oppose
27 Plaintiffs’ request for a PAGA Representative General Release Fee that
28 does not exceed this amount. As part of the motion for PAGA Counsel

1 Fees Payment and PAGA Litigation Expenses Payment, Plaintiffs will
2 seek Court approval for any PAGA Representative General Release Fees
3 prior to the Approval Hearing. If the Court approves a PAGA
4 Representative General Release Fee less than the amount requested, the
5 Administrator will allocate the remainder to the Net Settlement Amount.
6 The Administrator will pay the PAGA Representative General Release Fee
7 using IRS Form 1099. Plaintiff Maldonado and Plaintiff Sherman assume
8 full responsibility and liability for any taxes owed on the PAGA
9 Representative General Release Fees.

10 **3.2.2 To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
11 thirty-five percent (35%) of the Gross Settlement Amount, which is
12 currently estimated to be \$192,500.00, as well as PAGA Counsel
13 Litigation Expenses Payment of not more than \$25,000.00. The PAGA
14 Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment
15 shall fully compensate and reimburse PAGA Counsel for any and all of the
16 work already performed in connection with the Action and all work
17 remaining to be performed in fully and finally resolving the Action,
18 including but not limited to securing court approval of this Settlement,
19 attending any court hearings, making sure that the Settlement is fairly and
20 properly administered, defending the Settlement in any appeal or other
21 post-approval matter, all other work that PAGA Counsel has performed or
22 will perform, and all costs that PAGA Counsel has incurred or will incur.
23 Defendant will not oppose requests for Court approval of these payments
24 provided that they do not exceed these amounts. Plaintiffs and/or PAGA
25 Counsel will file an application or motion for PAGA Counsel Fees
26 Payment and PAGA Counsel Litigation Expenses Payment. If the Court
27 approves a PAGA Counsel Fees Payment and/or a PAGA Counsel
28 Litigation Expenses Payment less than the amounts requested, the

1 Administrator will allocate the remainder to the Net Settlement Amount,
2 and the Released Parties shall have no liability to PAGA Counsel for any
3 fees or costs not approved by the Court. The Administrator will pay the
4 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
5 Payment using one or more IRS 1099 Forms. PAGA Counsel assume full
6 responsibility and liability for taxes owed on the PAGA Counsel Fees
7 Payment and the PAGA Counsel Litigation Expenses Payment and hold
8 Released Parties harmless, and indemnify Released Parties, from any
9 dispute or controversy regarding any division or sharing of any of these
10 Payments, or any taxes due or claimed to be due thereon.

11 **3.2.3 To the Administrator:** An Administrator Expenses Payment not to
12 exceed \$6,990.00 except for a showing of good cause and as approved by
13 the Court. To the extent the Administration Expenses are less or the Court
14 approves payment less than \$6,990, the Administrator will allocate the
15 remainder to the Net Settlement Amount.

16 **3.2.4 To the LWDA and Aggrieved Employees:** PAGA Penalties in the
17 estimated amount of approximately \$310,510.00 to be paid from the Gross
18 Settlement Amount, with 75%, or approximately \$232,882.50 allocated to
19 the LWDA PAGA Payment and 25%, or approximately \$77,627.50 (the
20 “Net Penalty Amount”) allocated to the Individual PAGA Payments.

21 **3.2.4.1** The Administrator will calculate each Individual PAGA Payment
22 by (a) dividing the Net Penalty Amount by the total number of
23 PAGA Pay Periods worked by all Aggrieved Employees during the
24 PAGA Period and (b) multiplying the result by each Aggrieved
25 Employee’s PAGA Pay Periods. Aggrieved Employees assume full
26 responsibility and liability for any taxes owed on their Individual
27 PAGA Payment.
28

1 **3.2.4.2** The Administrator will report the Individual PAGA Payments on
2 IRS 1099 Forms, with no withholdings.

3 **4. SETTLEMENT FUNDING PAYMENTS**

4 **4.1. Aggrieved Employee Data.** Within 14 days of the Effective Date, Defendant will
5 deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
6 spreadsheet. The Court's approval of this Settlement shall constitute authorization to share this
7 information with the Administrator. To protect Aggrieved Employees' privacy rights, the
8 Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved
9 Employee Data only for purposes of this Settlement and for no other purpose, and restrict access
10 to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
11 Employee Data to effect and perform duties under this Agreement. Defendant has a continuing
12 duty to promptly notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted
13 employee identifying information and to provide corrected or updated Aggrieved Employee Data
14 to the Administrator as soon as reasonably feasible. Without any extension of the deadline by
15 which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and
16 their counsel will expeditiously use best efforts, in good faith, to address and resolve any issues
17 related to missing or omitted Aggrieved Employee Data.

18 **4.2. Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross
19 Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the
20 Effective Date.

21 **4.3. Payments from the Gross Settlement Amount.** Within 7 days after Defendant
22 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
23 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
24 Representative General Release Fees, the PAGA Counsel Fees Payment, and the PAGA Counsel
25 Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA
26 Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA
27 Payments.
28

1 **4.4.1.** The Administrator will issue checks for the Individual PAGA Payments
2 and send them to the Aggrieved Employees via First Class U.S. Mail,
3 postage prepaid. The face of each check shall prominently state the date
4 (180 days after the date of mailing) when the check will become void. The
5 Administrator will cancel all checks not cashed by the void date. Before
6 mailing any checks, the Settlement Administrator shall update the
7 recipients' mailing addresses using the National Change of Address
8 Database. Such payment checks will be sent with the Notice of Settlement.
9 It will be conclusively presumed that an Aggrieved Employee's individual
10 settlement payment check was received if the payment check has not been
11 returned within thirty (30) days of the original mailing of the payment
12 check. The date of the initial mailing of the payment check shall be
13 conclusively determined according to the records of the Administrator.

14 **4.4.2.** The Administrator shall conduct an Aggrieved Employee Address Search
15 for all Aggrieved Employees whose checks are returned undelivered
16 without a USPS forwarding address. Within 7 days of receiving a returned
17 check, the Administrator shall re-mail checks to the USPS forwarding
18 address provided or to an address ascertained through an Aggrieved
19 Employee Address Search (provided, however, that no further action shall
20 be required if neither method yields a new mailing address). The
21 Administrator need not take further steps to deliver checks to Aggrieved
22 Employees whose re-mailed checks are returned as undelivered. The
23 Administrator shall promptly send a replacement check to any Aggrieved
24 Employee whose original check was lost or misplaced, if requested by the
25 Aggrieved Employee prior to the void date.

26 **4.4.3.** For any Aggrieved Employee whose Individual PAGA Payment check is
27 uncashed and cancelled after the void date, the Administrator shall
28 transmit the funds represented by such checks to the California

1 Controller's Unclaimed Property Fund in the name of the Aggrieved
2 Employee.

3 **4.4.4.** The payment of Individual PAGA Payments shall not obligate Defendant
4 to confer any additional benefits or make any additional payments to the
5 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
6 those specified in this Agreement.

7 **5. RELEASES OF CLAIMS**

8 Effective on the date when Defendant fully funds the Gross Settlement Amount,
9 Plaintiffs, all of the Aggrieved Employees, the State of California, the LWDA, and PAGA
10 Counsel will release claims against all Released Parties as follows:

11 **5.1. Plaintiffs' Release.** Plaintiffs and their respective former and present
12 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors
13 and assigns generally release and discharge Released Parties from all claims, transactions or
14 occurrences that occurred prior to the execution of this Agreement, including, but not limited to,
15 all claims for civil penalties that were, or reasonably could have been alleged based on the facts
16 contained in the Operative Complaint and the PAGA Notices ("Plaintiffs' Release"). Plaintiffs'
17 Release herein does not extend to any claims or actions to enforce this Agreement or to any
18 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
19 or workers' compensation benefits. Plaintiffs acknowledge that they may discover facts or law
20 different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true
21 but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
22 notwithstanding such different or additional facts or Plaintiffs' discovery of them.

23 **5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.**

24 Although a general release does not usually extend to claims that the
25 releasing party does not know or suspect to exist in his or her favor at the
26 time of executing the release and that, if known by him or her, would have
27 materially affected his or her settlement with the released party, here, the
28 foregoing release includes a waiver of that limitation and of rights under

California Civil Code section 1542, so that the release set forth above includes a release of unknown claims to the extent that those unknown claims meet the definition of the Released Claims. Section 1542 of the California Civil Code reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Aggrieved Employees, the State of California, and the LWDA.

Upon the entry of Judgment in accordance with this Settlement and payment of the Gross Settlement Amount, Plaintiffs, all of the Aggrieved Employees, the State of California, and the LWDA will fully release the Released Parties and be forever barred from pursuing against them, for the duration of the PAGA Period: (a) all claims for civil penalties or relief of any kind under PAGA that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint or the PAGA Notices, including without limitation all claims for or relating to (i) regular, overtime, or premium wages; (ii) failure to compensate Aggrieved Employees for all hours worked; (iii) failure to pay the appropriate regular rate of pay; (iv) failure to comply with payroll or wage record-keeping documentation or wage statement itemization requirements; (v) failure to provide sufficient meal and/or rest periods or pay premiums in lieu thereof; (vi) failure to timely pay wages due at termination or otherwise; (vii) failure to furnish accurate wage statements; (viii) failure to pay minimum wages; (ix) failure to reimburse business or other expenses and costs; (x) failure to provide one day's rest in seven during each calendar month and (b) any claims for PAGA penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 210, 216, 223, 225.5, 226(a), 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2800, and 2802.

5.3. Release by PAGA Counsel. Except for any fees and costs awarded by the Court pursuant to this Stipulation of Settlement, PAGA Counsel and their present and former

attorneys, employees, agents, successors and assigns hereby release the Released Parties from all claims for fees or costs incurred in connection with the Action or the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2) including (i) a draft motion for approval of the PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; and (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2))).

6.2. Responsibilities of PAGA Counsel. To comply with the requirements of California Labor Code section 2699(l), Plaintiffs shall file this Stipulation of Settlement and an associated Motion to Approve PAGA Settlement (the "Approval Motion") with the Court and shall concurrently submit this Stipulation of Settlement to the LWDA as required by PAGA. PAGA Counsel shall ensure that Counsel for Defendant will have sufficient time to review and comment on the draft Approval Motion, in substantially final form, prior to its being filed with the Court. Defendant shall not oppose the Approval Motion provided it comports with the terms of this Stipulation of Settlement.

1 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
2 application or motion for approval of this Settlement and/or the supporting declarations and
3 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
4 the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court
5 does not grant the motion for approval of this Settlement or conditions its approval on any
6 material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work
7 together on behalf of the Parties by meeting and conferring, and in good faith, to modify the
8 Agreement and otherwise satisfy the Court's concerns, provided that these modifications do not
9 require an increase in the Gross Settlement Amount.

10 **6.4. LWDA Notice.** Labor Code section 2699(l)(3) requires notice to the LWDA of
11 an order or judgment approving the settlement. PAGA Counsel shall submit the Judgment to the
12 LWDA within seven days of entry, and provide notice to Defendant's counsel of such
13 submission.

14 7. **SETTLEMENT ADMINISTRATION**

15 **7.1. Selection of Administrator.** The Parties have jointly selected Rust Consulting to
16 serve as the Administrator and verified that, as a condition of appointment, Rust Consulting
17 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
18 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
19 represent that they have no interest or relationship, financial or otherwise, with the Administrator
20 other than a professional relationship arising out of prior experiences administering settlements.

21 **7.2. Employer Identification Number.** The Administrator shall have and use its own
22 Employer Identification Number for purposes of calculating payroll tax withholdings and
23 providing reports state and federal tax authorities.

24 **7.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund
25 that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation
26 section 468B-1.

27 **7.4. Administrator Duties.** The Administrator has a duty to perform or observe all
28 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

1 **8. INCREASE IN GROSS SETTLEMENT AMOUNT OR**
2 **ADJUSTMENT TO COVERED PERIOD**

3 **8.1.** Based on its records, Defendant has estimated that there were approximately 538
4 Aggrieved Employees who worked approximately 18,700 PAGA Pay Periods from August 3,
5 2022 through December 7, 2024. In the event the number of PAGA Pay Periods during the PAGA
6 Period exceeds 18,700 by more than 10%, or 1,870 PAGA Pay Periods, then at Defendant's sole
7 option either (i) the dates for the PAGA Period shall be adjusted so that the number of PAGA
8 Pay Periods does not exceed 20,570 PAGA Pay Periods, or (ii) the Gross Settlement Amount
9 shall be increased equal to the percentage increase in the number of PAGA Pay Periods worked
10 by the Aggrieved Employees above 10% (for example, if the number of PAGA Pay Periods
11 increases by 11%, the Gross Settlement Amount will increase by 1%), and the amounts set forth
12 in Paragraphs 3.1 and 3.2.4 (the PAGA Counsel Fees Payment and Net Penalty Amount) shall
13 be adjusted accordingly. Except for any dollar increase pursuant to the preceding sentence,
14 Defendant will not under any circumstances pay more than the Gross Settlement Amount.

15 **9. CONTINUING JURISDICTION OF THE COURT**

16 The Parties agree that, as per Code Civ. Proc. Section 664.6, after entry of Judgment, the
17 Court will retain jurisdiction over the Parties, the Action, and the Settlement for purposes of (i)
18 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and
19 (iii) addressing such post-Judgment matters as are permitted by law.

20 **9.1. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
21 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
22 PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all
23 rights to seek appellate review of the Judgment, including all rights to file extraordinary writs
24 and appeals. If another party appeals the Judgment, Defendant's obligations to perform under
25 this Agreement will be suspended until such time as the appeal is finally resolved and the
26 Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement
27 Amount.

28 **10. ADMINISTRATOR DECLARATION**

1 No later than fourteen (14) calendar days prior to any status conference set by the Court
2 following its approval of the settlement, the Settlement Administrator shall provide counsel for
3 the Parties with a declaration attesting to the completion of the notice and payment process,
4 including the number of attempts to obtain valid mailing addresses for and re-sending of any
5 returned PAGA Payment Letters. PAGA counsel shall promptly file such declaration with the
6 Court, together with a notice acknowledging satisfaction of the Judgment.

7 **11. ADDITIONAL PROVISIONS**

8 **11.1. No Admission of Liability.** This Agreement represents a compromise and
9 settlement of highly disputed claims. Nothing in this Agreement is intended or should be
10 construed as an admission by Defendant that any of the allegations in the Operative Complaint
11 or PAGA Notices have merit or that Defendant has any liability for any claims asserted; nor
12 should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the
13 Action have merit. The Parties agree that representative treatment is for purposes of this
14 Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves
15 all available defenses to the claims in the Action, including, for example, a motion to compel
16 arbitration of Plaintiff Sherman's individual PAGA claims and to stay any representative PAGA
17 claims, and Plaintiffs reserve the right to contest such motion and defenses. The Settlement, this
18 Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not
19 be admissible in connection with, any litigation (except for proceedings to enforce or effectuate
20 the Settlement and this Agreement).

21 **11.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
22 Agreement together with its attached exhibits shall constitute the entire agreement between the
23 Parties relating to the Settlement, superseding any and all oral representations, warranties,
24 covenants, or inducements made to or by any Party.

25 **11.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
26 warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take
27 all appropriate action required or permitted to be taken by such Parties pursuant to this
28

1 Agreement, to effectuate its terms, and to execute any other documents reasonably required to
2 effectuate the terms of this Agreement including any amendments to this Agreement.

3 **11.4. Cooperation.** The Parties and their counsel will cooperate with each other and
4 use their best efforts, in good faith, to implement the Settlement by, among other things,
5 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
6 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
7 the form or content of any document necessary to implement the Settlement, or on any
8 modification of the Agreement that may become necessary to implement the Settlement, the
9 Parties will seek the assistance of the mediator (Eve Wagner) and/or the Court for resolution.

10 **11.5. No Prior Assignments.** The Parties separately represent and warrant that they
11 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
12 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
13 action, or right released and discharged by the Party in this Settlement.

14 **11.6. No Tax Advice.** Nothing in this Settlement is intended to constitute legal advice
15 regarding federal, state, and/or local tax obligations, nor shall anything in this Settlement be
16 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
17 CFR Part 10, as amended) or otherwise. The Parties make no representations to one another or
18 to any Aggrieved Employee as to the tax treatment or legal effect of the payments called for
19 hereunder, and Aggrieved Employees are not relying on any statement or representation by the
20 Parties, PAGA Counsel, or Defense Counsel in this regard. Aggrieved Employees understand
21 and agree that they will be responsible for the payment of any taxes and penalties assessed on the
22 payments to them described herein and will hold the Parties, PAGA Counsel and Defense
23 Counsel free and harmless from and against any claims, liabilities, costs and expenses, including
24 attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant
25 to this Settlement. To the extent that this Settlement or any of its attachments is interpreted to
26 contain or constitute advice regarding any state or federal tax issue, such advice is not intended
27 or written to be used, and cannot be used, by any person for the purpose of avoiding penalties
28 under the Internal Revenue Code. Neither the Parties, PAGA Counsel, nor Defense Counsel are

1 responsible for any Aggrieved Employee's tax obligations arising from the settlement payments.

2 **11.7. Modification of Agreement.** This Agreement may be amended, modified,
3 changed, or waived only by an express written instrument signed by all Parties or their
4 representatives, and approved by the Court; provided, however, that PAGA Counsel and Defense
5 Counsel may agree to modifications necessary to address any comments or concerns raised by
6 the Court in connection with court approval of this Settlement, in which event counsel shall
7 represent and warrant that they are authorized to make and agree to such modifications. This
8 Settlement may not be discharged except by performance in accordance with its terms or by a
9 writing signed by the Parties.

10 **11.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
11 inure to the benefit of, the successors of each of the Parties.

12 **11.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
13 be governed by and interpreted according to the internal laws of the state of California, without
14 regard to conflict of law principles.

15 **11.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and
16 preparation of this Agreement. This Agreement will not be construed against any Party on the
17 basis that the Party was the drafter or participated in the drafting.

18 **11.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders
19 entered during the Action and in this Agreement relating to the confidentiality of information
20 shall survive the execution of this Agreement. Plaintiffs and PAGA Counsel agree that prior to
21 moving for approval of this Settlement, they shall not publicize any terms of this Settlement.
22 After filing the motion for approval of this Settlement, Plaintiffs and PAGA Counsel shall not
23 publicize the Settlement or the terms thereof via (a) press releases, (b) Internet postings that
24 include the Defendant's name, other information that could identify Defendant in any way such
25 as its location, or the case name or number, or (c) communications with the media. This shall not
26 prohibit PAGA Counsel from discussing this case or any aspect of this Settlement with Plaintiffs
27 or any Aggrieved Employee and shall not prohibit PAGA Counsel from in any way disclosing
28

1 their status as counsel in the case or making objective and truthful reference to the Settlement, or
2 any attorney fee award, in any future pleading in another litigation.

3 **11.12. Use of Aggrieved Employee Data.** Information provided to PAGA Counsel
4 pursuant to Cal. Evid. Code §1152 or otherwise provided to PAGA Counsel by Defendant in
5 connection with the mediation, other settlement negotiations, or in connection with the
6 Settlement, may be used only with respect to this Settlement, and for no other purpose, and may
7 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

8 **11.13. Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
9 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
10 weekend or federal legal holiday, such date or deadline shall be on the first business day
11 thereafter.

12 **11.14. Notice.** All notices, demands or other communications between the Parties in
13 connection with this Agreement will be in writing and deemed to have been duly given as of the
14 third business day after mailing by United States mail, or the day sent by email or messenger,
15 addressed as follows:

16 To Plaintiffs:

17 **Lawyers for Justice, PC**
18 450 North Brand Blvd., Suite 900
19 Glendale, California 91203
20 Arby Aiwarzian
21 *arby@calljustice.com*
Joanna Ghosh
joanna@calljustice.com
Melissa LeBlanc-Mansell
m.leblanc@calljustice.com

22 To Defendant:

23 **MUNGER, TOLLES & OLSON LLP**
24 350 South Grand Avenue, 50th floor
25 Los Angeles, California 90071-3426
26 Joseph D. Lee
27 *joseph.lee@mto.com*
Margaret G. Maraschino
margaret.maraschino@mto.com
Wendy Q. Xiao
wendy.xiao@mto.com

28 **11.15. Execution in Counterparts.** This Agreement may be executed in one or more

1 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
2 Agreement shall be accepted as an original. All executed counterparts and each of them will be
3 deemed to be one and the same instrument if counsel for the Parties will exchange between
4 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
5 prove the existence and contents of this Agreement.

6 **11.16. Stay of Litigation.** The Parties agree that upon the execution of this Agreement
7 the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further
8 agree, upon the signing of this Agreement and pursuant to CCP section 583.330, to tolling of the
9 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
10 process, for the Action.

11 **11.17. Effect of Court's Denial of Approval.** If the Court denies approval of this
12 Settlement due to concerns that the Parties cannot address through non-material or otherwise
13 mutually agreeable modifications of this Stipulation of Settlement, (i) this Settlement shall be
14 null and void; (ii) neither this Stipulation of Settlement nor any of the related negotiations or
15 proceedings shall have any force or effect; (iii) the Parties shall stand in the same position,
16 without prejudice, as if this Settlement had been neither entered into nor filed with the Court; and
17 (iv) the terms and negotiation of this Stipulation of Settlement shall remain subject to Federal
18 Rule of Evidence 408 and California Evidence Code sections 1119 and 1152. Plaintiffs and
19 PAGA Counsel understand and agree that this Stipulation of Settlement does not mean that
20 Defendant cannot contest whether this action can go forward on a representative basis in the
21 event the Settlement is not approved by the Court or litigation otherwise resumes (including
22 without limitation on the ground that representative claims would be unmanageable), and
23 Plaintiffs and PAGA Counsel agree not to argue otherwise; provided, however, that Plaintiffs
24 and PAGA Counsel reserve the right to contend that litigation of the suit on a representative basis
25 would be appropriate independent of this Stipulation of Settlement and do not waive the right to
26 so contend.

27 **11.18. Severability.** In the event that one or more of the provisions contained in this
28 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO STIPULATED AND AGREED.

DATED: 04/02/2025

GABRIEL TROCHE MALDONADO

Electronically Signed 2025-04-03 05:03:38 UTC - 104.28.111.144
Nintex AssureSign® c668389b-8f1b-4820-a3be-b2b4000d4dec

DATED: 04/03/2025

GREGORY A. SHERMAN

Electronically Signed 2025-04-03 18:35:50 UTC - 108.147.84.49
Nintex AssureSign® af000067-7950-4f07-8a3a-b2b4012091e8

DATED: 04/15/2025

AMERIGAS PROPANE, INC.

By: Alexander Harris

Name:



Title:

Sr. Counsel - Litigation

APPROVED AS TO FORM:


Melissa LeBlanc-Mansell
Counsel for Plaintiffs Gabriel Troche
Maldonado and Gregory A. Sherman


Joseph D. Lee
Counsel for Defendant AmeriGas Propane, Inc.

EXHIBIT A

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Melissa LeBlanc-Mansell (SBN 283080)
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

GABRIEL TROCHE MALDONADO,
GREGORY A. SHERMAN, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

AMERIGAS PROPANE, INC., a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: STK-CV-IOE-2023-0010754

Honorable Barbara Kronlund
Department 10D

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF PAGA
COUNSEL FEES PAYMENT, PAGA COUNSEL
LITIGATION EXPENSES PAYMENT, PAGA
REPRESENTATIVE GENERAL RELEASE
FEES, AND ADMINISTRATION EXPENSES
PAYMENT**

Date: 9:00 a.m.

Time: 10D

Department:

October 10, 2023

Complaint Filed: June 14, 2024

FAC Filed: Vacated

Trial Date

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, PAGA REPRESENTATIVE GENERAL
RELEASE FEES, AND ADMINISTRATION EXPENSES PAYMENT**

1 This matter has come before the Honorable Barbara Kronlund in Department 10D of the Superior
2 Court of the State of California, for the County of San Joaquin, located at 180 E. Weber Avenue, Stockton,
3 California 95202, on Plaintiffs Gabriel Troche Maldonado and Gregory A. Sherman's (together, the
4 "Plaintiffs") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*)
5 Settlement Agreement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses
6 Payment, PAGA Representative General Release Fees, and Administration Expenses Payment ("Motion
7 for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiffs and Munger, Tolles & Olson
8 LLP, appeared for Defendant AmeriGas Propane, Inc. ("Defendant").

9 On or around April 15, 2025, Plaintiffs and Defendant (together, the "Parties") executed the
10 Stipulation of Settlement of Representative Claims Under the Labor Code Private Attorneys General Act
11 ("Settlement," "Settlement Agreement," or "Agreement").

12 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
13 Declarations of PAGA Counsel Melissa LeBlanc-Mansell and Plaintiffs Gabriel Troche Maldonado and
14 Gregory A. Sherman, and (3) the Settlement Agreement.

15 Having duly considered the Parties' papers and oral argument, and good cause appearing,

16 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

17 1. The Motion for Approval of Settlement is granted.
18 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
19 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
20 of 2004, California Labor Code § 2698, *et seq.* ("PAGA") are to the version of the statute prior to the
21 recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned
22 action and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the notice
23 to the Labor and Workforce Development Agency ("LWDA") was filed prior to June 19, 2024.

24 4. The Court finds that Plaintiffs have satisfied the prerequisites under PAGA, including, and
25 not limited to, providing the LWDA and Defendant with notice of the specific provisions of the California
26 Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support
27 the alleged violations, in conformity with California Labor Code § 2699.3(a).

28 ///

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former non-exempt, hourly employees employed by Defendant in California
6 during the PAGA Period who held any of the following titles: ACE – Over the Road Driver,
7 Cynch Delivery Rep, Delivery Rep, Delivery Rep – ACE, Delivery Rep – Airborne, Delivery
8 Rep – Bulk, Delivery Rep – Cylinder, Delivery Representative, Service Technician, or (PTI)
9 Transport Driver (“Aggrieved Employees(s)”).

10 7. The “PAGA Period” is the period from December 24, 2022 through July 31, 2025.

11 8. The Court finds that the Parties reached the Settlement as a result of arm’s-length
12 negotiations.

13 9. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
14 for payment of penalties under PAGA (“PAGA Penalties”), and determines that it is fair, just, reasonable,
15 and adequate. The Court hereby approves the PAGA Penalties. The PAGA Penalties shall be the Gross
16 Settlement Amount (\$550,000.00) less the approved PAGA Counsel Fees Payment and PAGA Counsel
17 Litigation Expenses Payment to Lawyers *for* Justice, PC (“PAGA Counsel”), PAGA Representative
18 General Release Fees Payments to Plaintiffs, and Administration Expenses Payment to Rust Consulting
19 (the “Administrator”). Seventy-five percent (75%) of the PAGA Penalties shall be distributed to the
20 LWDA (“LWDA PAGA Payment”) and twenty-five percent (25%) of the PAGA Penalties shall be
21 distributed to the Aggrieved Employees (“Individual PAGA Payment(s)”) or collectively the “Net
22 Settlement Amount”) in accordance with this Order and Judgment and the Settlement Agreement.

23 10. The Court has considered the Settlement, and the monetary allocations provided thereby,
24 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Administrator to
25 administer the Settlement and to make the payments as provided for by, and consistent with, this Order
26 and Judgment and the Settlement Agreement.

27 11. The Court approves the payment of \$192,500.00 to PAGA Counsel for attorneys’ fees.
28 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with
this Order and Judgment and the Settlement Agreement.

///

1 12. The Court approves the payment of \$21,249.71 to PAGA Counsel for reimbursement of
2 litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
3 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
4 Agreement.

5 13. The Court approves payment in the amount of \$7,500.00 to Plaintiff Gabriel Troche
6 Maldonado and in the amount of \$7,500.00 to Plaintiff Gregory A. Sherman for their PAGA
7 Representative General Release Fees. These amounts shall be paid from the Gross Settlement Amount
8 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

9 14. The Court approves payment in the amount of \$6,990.00 to Rust Consulting for the
10 Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount and
11 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12 15. The Parties are directed to perform in accordance with the terms set forth in this Order and
13 Judgment and the Settlement Agreement.

14 16. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
15 Employees; however, the Court approves the Notice of Settlement, attached hereto as “**EXHIBIT 1,**” and
16 the Administrator shall distribute the Notice of Settlement to the Aggrieved Employees at the same time
17 that it distributes payments to Aggrieved Employees for their share of the Net Settlement Amount (i.e.,
18 their share of 25% of the PAGA Penalties).

19 17. No later than fourteen (14) calendar days after the Effective Date, Defendant will provide
20 the Administrator with the Aggrieved Employee Data, in accordance with this Order and Judgment and the
21 Settlement Agreement.

22 18. No later than twenty-one (21) calendar days of the Effective Date, Defendant shall deposit
23 \$550,000.00 into a qualified settlement account established, by the Administrator for administration of the
24 Settlement in accordance with this Order and Judgment and the Settlement Agreement.

25 19. No later than seven (7) calendar days after the Administrator has received the Aggrieved
26 Employee Data and Defendant has fully funded the Gross Settlement Amount, the Administrator shall
27 distribute the LWDA PAGA Payment to the LWDA, Individual PAGA Payment checks and Notice of
28 Settlements to all Aggrieved Employees, the PAGA Representative General Release Fees to Plaintiffs, the

Administration Expenses Payment to itself, and only after the Individual PAGA Payments have been mailed to all Aggrieved Employees, the PAGA Counsel Fees Payment to PAGA Counsel and the PAGA Counsel Litigation Expenses Payment, unless instructed otherwise by PAGA Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

20. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted by the Administrator to the California State Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check is canceled and in the amount(s) of their respective Individual PAGA Payment(s).

21. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. By entry of this Order and Judgment, effective on the date when Defendant fully funds the Gross Settlement Amount, and pursuant to the rights and obligations created by the Settlement Agreement, Plaintiff, all of the Aggrieved Employees, the State of California, and LWDA, will be deemed to fully release the Released Parties from, and be forever barred from pursuing them for, the Released PAGA Claims, for the duration of the PAGA Period.

22. "Released Parties" means Defendant, and its predecessors and successors, corporate parents, corporate subsidiaries, and corporate affiliates (including, without limitation, UGI Corporation and AmeriGas Propane, LP) and those entities' former and present directors, officers, executive and management-level employees, managing agents, shareholders, owners, members, attorneys, consultants, accountants, insurers, reinsurers, predecessors, successors, and assigns.

23. "Released PAGA Claims" means and includes the following, for the duration of the PAGA Period: (a) all claims for civil penalties or relief of any kind under PAGA that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint or PAGA Notices, including without limitation all claims for or relating to (i) regular, overtime, and premium wages; (ii) failure to compensate Aggrieved Employees for all hours worked; (iii) failure to pay the appropriate regular rate of pay; (iv) failure to comply with payroll or wage record-keeping documentation or wage statement itemization requirements; (v) failure to provide sufficient meal or rest periods or pay premiums thereof; (vi) failure to timely pay wages at termination or otherwise; (vii) failure to furnish accurate wage

1 statements; (viii) failure to pay minimum wages; (ix) failure to reimburse business or other expenses and
2 costs; (x) failure to provide one day's rest in seven during each calendar month and (b) any claims that
3 could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 210, 216, 223, 225.5,
4 226(a), 226.3, 226.7, 510, 512, 551, 552, 558, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198,
5 2699, 2800, and 2802.

6 24. No individualized notice of this Order and Judgment is required to be provided to the
7 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
8 system established for the filing of notices and documents, in conformity with California Labor Code §
9 2699(1)(3).

10
11
12 Date: _____

Honorable Barbara Kronlund
Judge of the Superior Court

EXHIBIT B

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Melissa LeBlanc-Mansell (SBN 283080)
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

GABRIEL TROCHE MALDONADO,
GREGORY A. SHERMAN, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

AMERIGAS PROPANE, INC., a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: STK-CV-IOE-2023-0010754

Honorable Barbara Kronlund
Department 10D

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF PAGA
COUNSEL FEES PAYMENT, PAGA COUNSEL
LITIGATION EXPENSES PAYMENT, PAGA
REPRESENTATIVE GENERAL RELEASE
FEES, AND ADMINISTRATION EXPENSES
PAYMENT**

Date: 9:00 a.m.

Time: 10D

Department:

October 10, 2023

Complaint Filed: June 14, 2024

FAC Filed: Vacated

Trial Date

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, PAGA REPRESENTATIVE GENERAL
RELEASE FEES, AND ADMINISTRATION EXPENSES PAYMENT**

1 This matter has come before the Honorable Barbara Kronlund in Department 10D of the Superior
2 Court of the State of California, for the County of San Joaquin, located at 180 E. Weber Avenue, Stockton,
3 California 95202, on Plaintiffs Gabriel Troche Maldonado and Gregory A. Sherman's (together, the
4 "Plaintiffs") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*)
5 Settlement Agreement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses
6 Payment, PAGA Representative General Release Fees, and Administration Expenses Payment ("Motion
7 for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiffs and Munger, Tolles & Olson
8 LLP, appeared for Defendant AmeriGas Propane, Inc. ("Defendant").

9 On or around April 15, 2025, Plaintiffs and Defendant (together, the "Parties") executed the
10 Stipulation of Settlement of Representative Claims Under the Labor Code Private Attorneys General Act
11 ("Settlement," "Settlement Agreement," or "Agreement").

12 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
13 Declarations of PAGA Counsel Melissa LeBlanc-Mansell and Plaintiffs Gabriel Troche Maldonado and
14 Gregory A. Sherman, and (3) the Settlement Agreement.

15 Having duly considered the Parties' papers and oral argument, and good cause appearing,

16 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

17 1. The Motion for Approval of Settlement is granted.
18 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
19 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
20 of 2004, California Labor Code § 2698, *et seq.* ("PAGA") are to the version of the statute prior to the
21 recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned
22 action and the Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the notice
23 to the Labor and Workforce Development Agency ("LWDA") was filed prior to June 19, 2024.

24 4. The Court finds that Plaintiffs have satisfied the prerequisites under PAGA, including, and
25 not limited to, providing the LWDA and Defendant with notice of the specific provisions of the California
26 Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support
27 the alleged violations, in conformity with California Labor Code § 2699.3(a).

28 ///

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former non-exempt, hourly employees employed by Defendant in California
6 during the PAGA Period who held any of the following titles: ACE – Over the Road Driver,
7 Cynch Delivery Rep, Delivery Rep, Delivery Rep – ACE, Delivery Rep – Airborne, Delivery
8 Rep – Bulk, Delivery Rep – Cylinder, Delivery Representative, Service Technician, or (PTI)
9 Transport Driver (“Aggrieved Employees(s)").

10 7. The “PAGA Period” is the period from December 24, 2022 through July 31, 2025.

11 8. The Court finds that the Parties reached the Settlement as a result of arm’s-length
12 negotiations.

13 9. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
14 for payment of penalties under PAGA (“PAGA Penalties”), and determines that it is fair, just, reasonable,
15 and adequate. The Court hereby approves the PAGA Penalties. The PAGA Penalties shall be the Gross
16 Settlement Amount (\$550,000.00) less the approved PAGA Counsel Fees Payment and PAGA Counsel
17 Litigation Expenses Payment to Lawyers *for* Justice, PC (“PAGA Counsel”), PAGA Representative
18 General Release Fees Payments to Plaintiffs, and Administration Expenses Payment to Rust Consulting
19 (the “Administrator”). Seventy-five percent (75%) of the PAGA Penalties shall be distributed to the
20 LWDA (“LWDA PAGA Payment”) and twenty-five percent (25%) of the PAGA Penalties shall be
21 distributed to the Aggrieved Employees (“Individual PAGA Payment(s)”) or collectively the “Net
22 Settlement Amount”) in accordance with this Order and Judgment and the Settlement Agreement.

23 10. The Court has considered the Settlement, and the monetary allocations provided thereby,
24 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Administrator to
25 administer the Settlement and to make the payments as provided for by, and consistent with, this Order
26 and Judgment and the Settlement Agreement.

27 11. The Court approves the payment of \$192,500.00 to PAGA Counsel for attorneys’ fees.
28 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with
this Order and Judgment and the Settlement Agreement.

///

1 12. The Court approves the payment of \$21,249.71 to PAGA Counsel for reimbursement of
2 litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
3 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
4 Agreement.

5 13. The Court approves payment in the amount of \$7,500.00 to Plaintiff Gabriel Troche
6 Maldonado and in the amount of \$7,500.00 to Plaintiff Gregory A. Sherman for their PAGA
7 Representative General Release Fees. These amounts shall be paid from the Gross Settlement Amount
8 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

9 14. The Court approves payment in the amount of \$6,990.00 to Rust Consulting for the
10 Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount and
11 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12 15. The Parties are directed to perform in accordance with the terms set forth in this Order and
13 Judgment and the Settlement Agreement.

14 16. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
15 Employees; however, the Court approves the Notice of Settlement, attached hereto as “**EXHIBIT 1,**” and
16 the Administrator shall distribute the Notice of Settlement to the Aggrieved Employees at the same time
17 that it distributes payments to Aggrieved Employees for their share of the Net Settlement Amount (i.e.,
18 their share of 25% of the PAGA Penalties).

19 17. No later than fourteen (14) calendar days after the Effective Date, Defendant will provide
20 the Administrator with the Aggrieved Employee Data, in accordance with this Order and Judgment and the
21 Settlement Agreement.

22 18. No later than twenty-one (21) calendar days of the Effective Date, Defendant shall deposit
23 \$550,000.00 into a qualified settlement account established, by the Administrator for administration of the
24 Settlement in accordance with this Order and Judgment and the Settlement Agreement.

25 19. No later than seven (7) calendar days after the Administrator has received the Aggrieved
26 Employee Data and Defendant has fully funded the Gross Settlement Amount, the Administrator shall
27 distribute the LWDA PAGA Payment to the LWDA, Individual PAGA Payment checks and Notice of
28 Settlements to all Aggrieved Employees, the PAGA Representative General Release Fees to Plaintiffs, the

Administration Expenses Payment to itself, and only after the Individual PAGA Payments have been mailed to all Aggrieved Employees, the PAGA Counsel Fees Payment to PAGA Counsel and the PAGA Counsel Litigation Expenses Payment, unless instructed otherwise by PAGA Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

20. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted by the Administrator to the California State Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check is canceled and in the amount(s) of their respective Individual PAGA Payment(s).

21. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. By entry of this Order and Judgment, effective on the date when Defendant fully funds the Gross Settlement Amount, and pursuant to the rights and obligations created by the Settlement Agreement, Plaintiff, all of the Aggrieved Employees, the State of California, and LWDA, will be deemed to fully release the Released Parties from, and be forever barred from pursuing them for, the Released PAGA Claims, for the duration of the PAGA Period.

22. "Released Parties" means Defendant, and its predecessors and successors, corporate parents, corporate subsidiaries, and corporate affiliates (including, without limitation, UGI Corporation and AmeriGas Propane, LP) and those entities' former and present directors, officers, executive and management-level employees, managing agents, shareholders, owners, members, attorneys, consultants, accountants, insurers, reinsurers, predecessors, successors, and assigns.

23. "Released PAGA Claims" means and includes the following, for the duration of the PAGA Period: (a) all claims for civil penalties or relief of any kind under PAGA that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint or PAGA Notices, including without limitation all claims for or relating to (i) regular, overtime, and premium wages; (ii) failure to compensate Aggrieved Employees for all hours worked; (iii) failure to pay the appropriate regular rate of pay; (iv) failure to comply with payroll or wage record-keeping documentation or wage statement itemization requirements; (v) failure to provide sufficient meal or rest periods or pay premiums thereof; (vi) failure to timely pay wages at termination or otherwise; (vii) failure to furnish accurate wage

1 statements; (viii) failure to pay minimum wages; (ix) failure to reimburse business or other expenses and
2 costs; (x) failure to provide one day's rest in seven during each calendar month and (b) any claims that
3 could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 210, 216, 223, 225.5,
4 226(a), 226.3, 226.7, 510, 512, 551, 552, 558, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198,
5 2699, 2800, and 2802.

6 24. No individualized notice of this Order and Judgment is required to be provided to the
7 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
8 system established for the filing of notices and documents, in conformity with California Labor Code §
9 2699(1)(3).

10
11
12 Date: _____

Honorable Barbara Kronlund
Judge of the Superior Court

EXHIBIT C

[Mailing Date]

Gabriel Troche Maldonado and Gregory A. Sherman v. AmeriGas Propane, Inc.,
San Joaquin Superior Court, Case No. STK-CV-UOE-2023-0010754

To [MERGE NAME]:

This notice relates to a court-approved settlement under the California Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), of the above-referenced lawsuit (the “Lawsuit”). You are entitled to the enclosed payment under that settlement.

Plaintiffs Gabriel Troche Maldonado and Gregory A. Sherman (collectively, “Plaintiffs”) pursued the above-referenced lawsuit against Defendant AmeriGas Propane, Inc. (“AmeriGas” or “Defendant”) by way of the First Amended Complaint filed in the Lawsuit on June 17, 2024 (“Operative Complaint”). The lawsuit asserted a claim for civil penalties under PAGA, for alleged violations of the California Labor Code. Prior to the commencement of the Lawsuit on October 10, 2023, Plaintiffs sent letters to Defendant and the Labor and Workforce Development Agency on August 3, 2023 and April 3, 2024, respectively, pursuant to California Labor Code section 2699.3, subd.(a) (collectively, “PAGA Notices”).

Plaintiffs were employed in California as a PTI driver and service technician, respectively, and sought recovery of civil penalties on behalf the State of California with respect to themselves and other non-exempt employees of AmeriGas in California.

AmeriGas denies Plaintiffs’ allegations and contends that it has at all times complied with all wage and hour requirements and properly compensated its employees. Further, the court overseeing the Lawsuit has not made any determination that the Plaintiffs’ claims or allegations are valid. Nevertheless, AmeriGas highly values its current and former employees, and has chosen to resolve this matter instead of incurring further disruption and expense in this litigation. AmeriGas has not admitted to any liability by entering into the settlement.

On [DATE], the San Joaquin County Superior Court approved the resolution of this matter and entered judgment based on the settlement. The settlement provides for individual payments to all “Covered Employees,” defined as all non-exempt, hourly employees employed by Defendant in California between December 24, 2022 and July 31, 2025 who held any of the following titles: ACE – Over the Road Driver, Cynch Delivery Rep, Delivery Rep, Delivery Rep – ACE, Delivery Rep – Airborne, Delivery Rep – Bulk, Delivery Rep – Cylinder, Delivery Representative, Service Technician, or PTI (Transport) Driver. The payments are being made on a pro rata basis calculated according to the number of pay periods each individual worked for Defendant between December 24, 2022 and July 31, 2025 (the “PAGA Period”).

You have been identified as an individual entitled to receive proceeds from the settlement as a Covered Employee.

The resolution and resulting judgment extinguish all claims for civil penalties under PAGA that the Plaintiffs, the Covered Employees, the State of California, and the Labor and Workforce

Development Agency may have arising from the allegations in the Lawsuit or that could have been asserted based on the facts alleged in the Lawsuit.

Upon the entry of judgment in accordance with the settlement agreement and Defendant's payment of the Gross Settlement Amount, Plaintiffs, all of the Covered Employees, the State of California, and the Labor and Workforce Development Agency will fully release the Released Parties and be forever barred from pursuing against them, for the duration of the PAGA Period: (a) all claims for civil penalties or relief of any kind under PAGA that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint or the PAGA Notices, including without limitation all claims for or relating to (i) regular, overtime, or premium wages; (ii) failure to compensate Covered Employees for all hours worked; (iii) failure to pay the appropriate regular rate of pay; (iv) failure to comply with payroll or wage record-keeping documentation or wage statement itemization requirements; (v) failure to provide sufficient meal and/or rest periods or pay premiums in lieu thereof; (vi) failure to timely pay wages due at termination or otherwise; (vii) failure to furnish accurate wage statements; (viii) failure to pay minimum wages; (ix) failure to reimburse business or other expenses and costs; (x) failure to provide one day's rest in seven during each calendar month and (b) any claims for PAGA penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 210, 216, 223, 225.5, 226(a), 226.3, 226.7, 510, 512, 551, 552, 558, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2800, and 2802.

The "Released Parties" are Defendant and its predecessors and successors, corporate parents, corporate subsidiaries, and corporate affiliates (including without limitation UGI Corporation and AmeriGas Propane, LP), and all of its and those entities' former and present directors, officers, executive and management-level employees, managing agents, shareholders, owners, members, attorneys, consultants, accountants, insurers, reinsurers, predecessors, successors, and assigns.

Your enclosed check is valid for one hundred and eighty (180) days from the date of its issuance. After that date, it will be null and void, the check will be canceled, and the funds from the canceled check will be tendered to the State Controller's Office, Unclaimed Property Division in your name. Covered Employees who do not cash their checks will remain subject to the judgment and the release of PAGA claims described above.

AmeriGas encourages you to cash this check, and it will not take any adverse action against you for doing so.

If you have any questions regarding the settlement, please contact the Settlement Administrator at:

Rust Consulting
920 2nd Ave S
Suite 400
Minneapolis, MN 55402
(612) 968-1752

EXHIBIT 2



August 3, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfiling@dir.ca.gov

Re: AMERIGAS PROPANE, INC.

Dear Representative:

We have been retained to represent Gabriel Troche Maldonado against Amerigas Propane, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Amerigas”) for violations of California wage-and-hour laws. Mr. Maldonado seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Maldonado seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Amerigas employed Mr. Maldonado as an hourly-paid, non-exempt employee from approximately February 2023 to approximately May 2023, in the State of California.

The “aggrieved employees” that Mr. Maldonado may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Amerigas has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001.

Amerigas required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-

and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Maldonado and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Maldonado and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Amerigas required Mr. Maldonado and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Amerigas failed to pay Mr. Maldonado and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Amerigas failed to pay Mr. Maldonado and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Amerigas did not provide Mr. Maldonado and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Amerigas were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Maldonado and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil

penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Maldonado and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Maldonado and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Maldonado and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Maldonado and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Amerigas failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Maldonado and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Amerigas did not provide Mr. Maldonado and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Amerigas failed to pay Mr. Maldonado and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Maldonado and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Amerigas failed to pay Mr. Maldonado and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Maldonado and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Maldonado and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Amerigas. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage on a personal vehicle for work-related tasks, the purchasing and maintenance of clothing and footwear in compliance with the dress code, and the purchasing and maintenance of tools.

Therefore, on behalf of all aggrieved employees, Mr. Maldonado seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Amerigas Propane, Inc.
c/o CSC - Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

EXHIBIT 3



April 3, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: AMERIGAS PROPANE, INC.

Dear Representative:

We have been retained to represent Gregory A. Sherman against AmeriGas Propane, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “AmeriGas”) for violations of California wage-and-hour laws. Mr. Sherman seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Sherman seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

AmeriGas employed Mr. Sherman as an hourly-paid, non-exempt employee from approximately December 2022 to approximately April 2023, in the State of California.

The “aggrieved employees” that Mr. Sherman may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, AmeriGas has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001.

AmeriGas required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work related inquiries from managers/supervisors, answering phone calls, donning and doffing, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Sherman and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Sherman and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, AmeriGas required Mr. Sherman and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, AmeriGas failed to pay Mr. Sherman and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, AmeriGas failed to pay Mr. Sherman and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, AmeriGas did not provide Mr. Sherman and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from AmeriGas were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Sherman and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Sherman and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Sherman and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Sherman and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Sherman and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

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California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, AmeriGas did not provide Mr. Sherman and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, AmeriGas failed to pay Mr. Sherman and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Sherman and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, AmeriGas failed to pay Mr. Sherman and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Sherman and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Sherman and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by AmeriGas. These costs include, but are not limited to, the use of personal phones for work-related tasks, the use of personal vehicles for work-related tasks, the purchasing and maintenance of clothing and footwear in compliance with the dress code, and the purchasing and maintenance of tools.

Therefore, on behalf of all aggrieved employees, Mr. Sherman seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Arman Marukyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

AmeriGas Propane, Inc.
c/o CSC - Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

AmeriGas Propane, Inc.
c/o Joseph D. Lee
Margaret G. Maraschino
MUNGER, TOLLES & OLSON LLP
Attorneys
350 South Grand Avenue, Fiftieth Floor
Los Angeles, CA 90071

EXHIBIT 4

GABRIEL TROCHE MALDONADO, ET AL V. AMERIGAS PROPANE, INC.
San Joaquin County Superior Court Case No. STK-CV-UOE-2023-10754

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Gabriel Troche Maldonado (“Plaintiff Maldonado”) during the Case	18.40
Meet and Communicate with Plaintiff Gregory A. Sherman (“Plaintiff Sherman”) during the Case	14.70
Investigate, Communicate with, and/or Interview Aggrieved Employees and/or Percipient Witnesses	10.50
Pleadings and Court Filings	
Investigate the Merits of and Conduct Legal Research Regarding Plaintiff Maldonado’s Private Attorneys General Act (“PAGA”) Claim, and Draft Plaintiff’s Maldonado’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on October 10, 2023)	8.70
Review Court’s Notice of Case Assignment and Notice of Hearing (filed on October 10, 2023)	0.10
Review and Analyze AmeriGas Propane, Inc.’s (“Defendant”) Answer to Plaintiff Maldonado’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq (served on January 16, 2024), and Research Affirmative Defenses in Defendant’s Answer	1.20
Review Court’s Order Vacating Case Management Conference (filed on March 4, 2024)	0.10
Draft Plaintiff Maldonado’s Notice of Posting Jury Fees (filed on March 12, 2024)	0.20
Meet and Confer with Defendant’s Counsel, and Draft, Review, and/or Revise Stipulation and Order to Participate in Alternative Dispute Resolution (ADR) (submitted on April 3, 2024)	0.50
Review Court’s Order to Participate in Alternative Dispute Resolution (ADR) (filed on April 4, 2024)	0.10

Investigate the Merits of and Conduct Legal Researching Regarding Plaintiff Maldonado and Plaintiff Sherman's (together, "Plaintiffs") PAGA Claims, Draft Plaintiffs' First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on June 17, 2024), Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation and [Proposed] Order Granting Plaintiff Maldonado's Leave to File [Proposed] Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (submitted on June 12, 2024)	5.10
Meet and Confer with Defendant's Counsel, Review Declaration of Joseph D. Lee, and Draft, Review, and/or Revise Joint Motion to Continue Trial Date (submitted April 24, 2024)	1.50
Review Court's Tentative Ruling Re: Motion to Continue Trial Date (published on May 21, 2024)	0.20
Review Court's Order Granting Motion to Continue Trial and Minute Order Re: Motion to Continue Trial Date (filed on May 23, 2024)	0.20
Review Court's Order Granting Plaintiff Maldonado's Leave to File Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq (filed on June 13, 2024)	0.10
Draft Plaintiffs' Notice of Entry of Judgment or Order (filed on June 17, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Stipulation and [Proposed] Order to Continue Defendant's Responsive Pleading Deadline (submitted on July 9, 2024)	1.10
Review Court's Order to Continue Defendant's Responsive Pleading Deadline (filed July 10, 2024)	0.10
Review Court's Notice of ADR Review Hearing (filed on November 19, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Notice of Settlement (filed on December 20, 2024)	0.60
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Vacate Trial and Related Deadlines; [Proposed] Order (submitted on January 7, 2025)	0.90
Draft Notice of Change of Address or Other Contact Information (filed on January 7, 2025)	0.10
Review Court's Order to Vacate Trial and Related Deadline (filed on January 9, 2025)	0.10

Draft Plaintiffs' Notice of Entry of Judgment or Order (filed on January 14, 2025)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Status Conference; [Proposed] Order (submitted on April 24, 2025)	0.80
Review Court's Order to Continue Status Conference (filed on April 25, 2025)	0.10
Appearances	
Prepare for and Remotely Attend Status Conference (June 17, 2025)	0.30
Discovery and Deposition	
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Gabriel Troche Maldonado (served on July 6, 2023)	3.50
Draft Plaintiff Maldonado's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on January 12, 2024)	4.30
Draft Plaintiff Maldonado's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Organizational Structure; February 19, 2024) (served on January 12, 2024)	1.80
Draft Plaintiff Maldonado's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Wage and Hour Practices; February 20, 2024) (served on January 12, 2024)	2.10
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Gregory Sherman (served on May 30, 2024)	6.50
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Maldonado under the Private Attorneys General Act (served on August 3, 2023)	4.50

Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Sherman under the Private Attorneys General Act (served on April 3, 2024)	4.10
Meet with, Draft Correspondence to, and/or Respond to Correspondence from, Defendant's Counsel	17.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendant (including, <i>inter alia</i> , GMALDONADO0000001- GMALDONADO0000001-3577 [totaling approximately 13,846 pages), and Other Sources Prior to Mediation	76.50
Prepare for Mediation, Including Researching Settlement-Related and Merits-Related Issues, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiffs' Mediation Brief, and Performing Penalties Evaluation and Calculations (submitted on December 2, 2024)	34.50
Attend Mediation Session (December 7, 2024; Zoom Video Conference)	6.50
Review, Analyze, and Accept Mediator's Proposal (December 7, 2024)	1.10
Draft, Review, Revise, Negotiate, and Finalize Stipulation of Representative Claims Under the Labor Code Private Attorneys General Act (executed on April 15, 2025), Proposed Notice of Settlement, Individual Settlement and Release Agreement for Plaintiff Gabriel Troche Maldonado, and Individual Settlement and Release Agreement for Plaintiff Gregory A. Sherman	29.20
Law and Motion	
Research and Draft Plaintiffs' Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative General Release Fees, and Administration Expenses Payment, Declaration of Melissa LeBlanc-Mansell in Support Thereof, Declaration of Plaintiff Maldonado in Support Thereof, Declaration of Plaintiff Sherman in Support Thereof, and [Proposed] Order and Judgment	23.70
Total Hours:	281.80

EXHIBIT 5

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Maldonado vs. Amerigas Propane, Inc. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
6/15/2023	U.S. Postmaster	Postage	\$17.00
8/3/2023	U.S. Postmaster	Postage	\$8.77
8/3/2023	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
10/10/2023	Legal Document Server, Inc.	Attorney Service	\$230.23
10/10/2023	San Joaquin Superior Court	Complaint Filing Fee	\$435.00
11/26/2023	ProLegal	Attorney Service	\$172.55
12/14/2023	Legal Document Server, Inc.	Attorney Service	\$175.00
1/16/2024	General Logistics Systems US, Inc.	Courier Service	\$44.26
3/12/2024	Legal Document Server, Inc.	Attorney Service	\$185.43
3/12/2024	San Joaquin Superior Court	Jury Fee	\$150.00
4/3/2024	U.S. Postmaster	Postage	\$8.69
4/3/2024	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
6/12/2024	Legal Document Server, Inc.	Attorney Service	\$206.39
6/12/2024	San Joaquin Superior Court	Stipulation & Order Fee	\$20.00
6/17/2024	Legal Document Server, Inc.	Attorney Service	\$205.00
11/6/2024	Signature Resolution LLC	Mediation Fee	\$12,950.00
12/20/2024	Legal Document Server, Inc.	Attorney Service	\$180.00
1/7/2025	Legal Document Server, Inc.	Attorney Service	\$161.39
1/7/2025	San Joaquin Superior Court	Stipulation & Order Fee	\$20.00
1/14/2025	Legal Document Server, Inc.	Attorney Service	\$160.00
1/31/2025	CPAnalytics	Data Analysis of Sampling of Time Records	\$5,770.00
Total:			<u>\$21,249.71</u>