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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

**[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).

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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.

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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 1

[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