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

THOMAS E. WEATHERMON III, an individual,
on behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

PACIFIC PRODUCTION PLUMBING, INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2023-00006167-CU-OE-CTL

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

Date: October 24, 2025

Time: 8:30 a.m.

Judge: Hon. Blaine Bowman

Dept.: C-74

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter having come before the Honorable Blaine Bowman of the Superior Court of the State
3 of California, in and for the County of San Diego, with the attorneys from the JCL Law Firm, APC and
4 Zakay Law Group, APLC as counsel for Plaintiff THOMAS E. WEATHERMON III (“Plaintiff”), and
5 counsel from TencerSherman LLP appearing for Pacific Production Plumbing. Inc. (“Defendant”). The
6 Court, having carefully considered the briefs, argument of counsel and all the matters presented to the
7 Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class
8 and PAGA Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action
11 Claims and Release of Claims (“Agreement”), a true and correct copy of which is attached to the
12 Declaration of Sydney Castillo-Johnson, Esq., as **Exhibit “1.”** This is based on the Court’s
13 determination that the Agreement is within the range of possible final approval, pursuant to the
14 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule
15 3.769.

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

18 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendant shall
19 pay is Eight Hundred Fifteen Thousand Dollars and Zero Cents (\$815,000.00). It appears to the Court
20 on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
21 potential Class Members when balanced against the probable outcome of further litigation relating to
22 certification, liability, and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by all
25 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

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

6 5. The Agreement specifies for Class Counsel Award comprised of attorneys' fees awarded
7 to Class Counsel in the amount of up to one-third of the Gross Settlement Amount, currently estimated
8 to be Two Hundred Eighty-Five Thousand Two Hundred Fifty Dollars and Zero Cents (\$285,250.00)
9 **and** reimbursement of actually-incurred costs not to exceed Thirty Thousand Dollars and Zero Cents
10 (\$30,000.00), and proposed Service Award to the Class Representative, Plaintiff Thomas E.
11 Weathermon III, in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). While
12 these awards appear to be within the range of reasonableness, the Court will not approve the Class
13 Counsel Award or the Service Award until the Final Approval Hearing. Class Counsel and the Class
14 Representative will be required to present evidence supporting these requests, including lodestar, prior
15 to final approval.

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

20 All current and former non-exempt employees who worked for Defendant
21 in California and paid in whole or in part on a piece rate basis during the
22 period beginning February 14, 2019 through June 7, 2025.

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

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

5 8. The Court provisionally appoints Plaintiff Thomas E. Weathermon III as the
6 representative of the Class Members.

7 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq. and Sydney Castillo-
8 Johnson, Esq. of the JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group, APLC, as Class
9 Counsel for the Class Members.

10 10. The Court hereby approves, as to form and content, the proposed Notice Packet attached
11 to the Agreement as **Exhibit “A.”** The Court finds that the Notice Packet appears to fully, and accurately
12 inform the Class Members of all material elements of the proposed Settlement, including Class
13 Members’ right to be excluded from the Class by submitting a written request for exclusion, and of each
14 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
15 distribution of the Notice Packet substantially, in the manner and form set forth in the Agreement and
16 this Order, meets the requirements of due process, is the most reasonable notice under the circumstances,
17 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing
18 of the Notice Packet by first class mail, pursuant to the terms set forth in the Agreement.

19 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. In
20 advance of this hearing, Defendant produced the Class Data to the Settlement Administrator, which
21 included each Class Member’s full name; last known address; Social Security Number; start dates and
22 end dates of employment; and any other information necessary to accurately calculate the number of
23 Workweeks and Pay Periods worked by Class Members and Aggrieved Employees during the Class and
24 PAGA Periods. No later than fourteen (14) calendar days after the entry of this order, the Settlement
25 Administrator shall mail the Notice Packet to all identified, potential Class Members via first class U.S.
26 Mail using the most current mailing address information available.

27 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
28 Settlement of the Released Class Claims. Any Class Member may individually choose to opt out of and

1 be excluded from the Settlement of the Released Class Claims as provided in the Notice Packet by
2 following the instructions for requesting exclusion from the Settlement of the Released Class Claims
3 that are set forth in the Notice. All requests for exclusion must be postmarked or received by the
4 Response Deadline which is forty-five (45) calendar days after the date the Notice Packet is mailed to
5 the Class Members or, in the case of a re-mailed Notice, not more than fifteen (15) calendar days after
6 the original Response Deadline. Any such person who chooses to opt out of and be excluded from the
7 Settlement of the Released Class Claims will not be entitled to an Individual Settlement Payment under
8 the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment
9 thereon. Class Members who have not requested exclusion shall be bound by all determinations of the
10 Court, the Agreement and Judgment. A request for exclusion may only opt out that particular individual,
11 and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will
12 be deemed invalid.

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

19 14. A Motion for Final Approval Hearing shall be held on _____ at _____
20 (a.m./p.m.), in the San Diego County Superior Court, Department C-74, located at 330 W. Broadway,
21 San Diego, CA 92101, to consider the fairness, adequacy and reasonableness of the proposed Settlement,
22 including without limitation the: Class Counsel Award, Service Award, PAGA Payment, Settlement
23 Administration Costs, and Individual Settlement Payments to Participating Class Members. A Motion
24 for Class Counsel Award and Service Award shall also be held before this Court on _____
25 at (a.m./p.m.), in Department C-74 of the San Diego County Superior Court. All papers in
26 support of the Motion For Final Approval and the motion for Class Counsel Award and Service Award
27 shall be filed with the Court and served on all counsel no later than 16 days prior to the Final Approval
28 Hearing.

1 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall
2 be construed as a concession or admission by Defendant in any way, and shall not be used as evidence
3 of, or used against Defendant as, an admission or indication in any way, including with respect to any
4 claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any
5 allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
6 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
7 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
8 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
9 limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
10 fault, wrongdoing, omission, concession or damage.

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

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

21 IT IS SO ORDERED.

22
23 Dated: _____

HONORABLE BLAINE BOWMAN
JUDGE OF THE SUPERIOR COURT