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Attorneys for Plaintiff CRYSTAL JOURDEN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

CRYSTAL JOURDEN, an individual, on
behalf of the State of California, as a private
attorney general,

Plaintiff,

v.

7-ELEVEN, INC., a Texas corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No. 37-2023-00055846-CU-OE-CTL

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

Date: April 25, 2025

Time: 10:15am

Judge: Hon. Wendy M. Behan

Dept.: C-66

1 This matter having come before the Honorable Judge Wendy M. Behan of the Superior Court of
2 the State of California, in and for the County of San Diego, at 10:15 a.m. on April 25, 2025, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani Zakay, Esq. of the Zakay Law Group, APLC,
4 Zach Crosner, Esq. of Crosner Legal, P.C., Manny Starr, Esq. of Frontier Law Center and Roman
5 Otkupman of Otkupman Law Firm, A Law Corporation (collectively “Class Counsel”) as counsel for
6 plaintiff and class representative CRYSTAL JOURDEN (“Plaintiff”), and Mireya Llaurodo, Esq of
7 Call & Jensen, APC, Esq., appearing for Defendant 7-ELEVEN, INC. (hereinafter “Defendant”). The
8 Court, having carefully considered the briefs, argument of counsel and all the matters presented to the
9 Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of
10 Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED:**

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

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

20 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
21 Defendant shall pay is One Million Nine Hundred Thousand Dollars and Zero Cents (\$1,900,000.00).
22 It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate,
23 and reasonable as to all Class Members when balanced against the probable outcome of further
24 litigation relating to certification, liability, and damages issues. It further appears that investigation and
25 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
26 respective positions. It further appears to the Court that settlement at this time will avoid substantial
27 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further
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1 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
2 intensive, serious, and non-collusive arms-length negotiations.

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

9 5. Plaintiff seeks Class Counsel Fees Payment in the amount equal to one-third (1/3) of the
10 Gross Settlement Amount of Six Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars
11 and Thirty-Three Cents (\$633,333.33) and a Class Counsel Litigation Expenses Payment not to exceed
12 Sixty Thousand Dollars and Zero Cents (\$60,000.00). While these awards appear to be within the range
13 of reasonableness and are conditionally approved, the Court will not grant final approval of these either
14 payment until the Final Approval Hearing.

15 6. Plaintiff also seeks a proposed Class Representative Service Payment to Class
16 Representative, Crystal Jourden, in an amount not to exceed Ten Thousand Dollars and Zero Cents
17 (\$10,000.00). While this payment appears to be within the range of reasonableness and is conditionally
18 approved, the Court will not grant final approval of this payment until the Final Approval Hearing.

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

23 “All persons who are or previously were employed by 7-Eleven, Inc. in its
24 California stores and classified as non-exempt employees at any time
25 during the Class Period (the period between April 28, 2022, and August 16,
26 2024.”

27 8. The Court concludes that, for settlement purposes only, the Class meets the requirements
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1 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
2 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
3 common questions of law and fact predominate, and there is a well-defined community of interest
4 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
5 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
6 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
7 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
8 to act as counsel for the Class Representative in her individual capacity and as the representative of the
9 Class Members.

10 9. The Court provisionally appoints Plaintiff Crystal Jourden as the Class Representative
11 for the Class.

12 10. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
13 APC, Shani O. Zakay, Esq. of the Zakay Law Group, APLC, Zach Crosner, Esq. of Crosner Legal,
14 P.C., Manny Starr, Esq. of Frontier Law Center and Roman Otkupman of Otkupman Law Firm, A Law
15 Corporation as Class Counsel.

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

12. The Court hereby appoints Apex Class Action LLC, as Administrator. Within twenty-eight (28) calendar days of this order, Defendant shall provide, to the Administrator the Class Data. Within fourteen (14) calendar days after receiving the Class Data, the Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Court grants preliminary approval of payment to the Administrator not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) to be paid only after the Court grants final approval.

13. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date the Class Notice is mailed to the Class Members. Any such person who chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out that individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

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

15. A final approval hearing shall be held before this Court on **[DATE]** _____ **at**
[TIME] _____, in Department C-66 of the San Diego County Superior Court to determine all
necessary matters concerning the Settlement, including: whether the proposed settlement of the Action

1 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
2 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
3 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
4 reasonable to the Class; and to finally approve the Class Counsel Fees Payment and Class Counsel
5 Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses
6 Payment. All papers in support of the motion for final approval and the motion for Class Counsel Fees
7 Payment and Class Counsel Litigation Expenses Payment, Class Representative Service Payment shall
8 be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

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

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

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

4
5
6 Dated: _____

JUDGE OF THE SUPERIOR COURT