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23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

24 **IN AND FOR THE COUNTY OF SAN DIEGO**

25 SHANE ANDERSEN and MICHAEL
26 GAUQUIER, individuals, on behalf of
27 themselves, and on behalf of all persons
28 similarly situated,

Plaintiff,

v.

29 TERRA VISTA MANAGEMENT, INC., a
30 California corporation; CAMPLAND, LLC, a
31 Delaware limited liability company; DE ANZA
32 SAN DIEGO FOOD AND BEVERAGE, INC.,
33 a California corporation; DE ANZA
34 CORPORATION, a California corporation;
35 BAYSIDE VILLAGE MARINA LLC, a
36 California limited liability company, and DOES
37 1-50, Inclusive,

Defendants.

Case No: 24CU006415C

~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Date: March 13, 2026

Time: 10:30 a.m.

Judge: Hon. Loren Freestone

Dept.: C-64

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FILED
Clerk of the Superior Court

MAR 13 2026

By: J. Virissimo, Deputy

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1 This matter having come before the Honorable Judge Loren Freestone of the Superior Court of
2 the State of California, in and for the County of San Diego, at 10:30 a.m. on March 13, 2026, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC, and Nicholas J. Ferraro of Ferraro Vega Employment Lawyers, Inc. as counsel for Plaintiffs
5 Shane Andersen and Michael Gauquier (“Plaintiffs”), Eric T. Angel Esq. of Sheppard, Mullin, Richter
6 & Hampton, LLP, and Brandon Saxon, Esq. of Gordon Rees, LLP of Gordon & Rees, LLP appearing
7 for Defendants Terra Vista Management, Inc, Campland, LLC, De Anza San Diego Food and Beverage,
8 Inc., De Anza Corporation, and Bayside Village Marina LLC (collectively “Defendants”). The Court,
9 having carefully considered the briefs, argument of counsel and all the matters presented to the Court,
10 and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class
11 Action Settlement.

12 **IT IS HEREBY ORDERED:**

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

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

21 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that
22 Defendants shall pay is Six Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00). It appears
23 to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
24 reasonable as to all Class Members when balanced against the probable outcome of further litigation
25 relating to certification, liability, and damages issues. It further appears that investigation and research
26 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
27 positions. It further appears to the Court that settlement at this time will avoid substantial additional
28 costs by all Parties, as well as avoid the delay and risks that would be presented by the further

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. Plaintiffs seek attorneys' fees in the amount of up to 33.33% of the Gross Settlement
10 Amount, currently estimated at Two Hundred Nineteen Thousand Nine Hundred Seventy Eight Dollars
11 and Zero Cents (\$219,978.00), litigation expenses not to exceed Forty Thousand Dollars and Zero Cents
12 (\$40,000.00), a proposed Service Award to Plaintiff Andersen in an amount of not more than Five
13 Thousand Dollars and Zero Cents (\$5,000.00), and a proposed Service Award to Plaintiff Gauquier in
14 an amount of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards
15 appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award
16 or Enhancement Award until the Final Approval Hearing.

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

21 "All non-exempt employees employed by Terra Vista Management, Inc,
22 Campland, LLC, De Anza San Diego Food and Beverage, Inc., De Anza
23 Corporation, or Bayside Village Marina LLC in California at any time
24 during the period beginning on beginning July 18, 2020, through September
25 25, 2025."

26 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
27 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
28 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)

1 common questions of law and fact predominate, and there is a well-defined community of interest
2 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
3 Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives
4 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to
5 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are
6 qualified to act as counsel for the Class Representatives in their individual capacities and as the
7 representatives of the Class Members.

8 8. The Court provisionally appoints Plaintiff Shane Andersen and Plaintiff Michael
9 Gauquier the representatives of the Class.

10 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,
11 Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Nicholas Ferraro, Esq. of Ferraro Vega
12 Employment Lawyers, Inc. as Class Counsel for the Class Members.

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

24 11. The Court hereby appoints Atticus Administration, LLC as Settlement Administrator.
25 Within ten (10) days after the Preliminary Approval Date, Defendants shall provide the Settlement
26 Administrator with the Class Data, including information regarding Class Members that Defendants
27 will in good faith compile from its records, including each Class Member’s full name, last-known
28 address, telephone number, Social Security number, and start and end dates of employment. No later

1 than thirty (30) calendar days after preliminary approval of the Settlement, the Settlement
2 Administrator shall mail copies of the Notice Packet to all Class Members via first class U.S. Mail.

3 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
4 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
5 Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from
6 the Settlement as set forth in the Notice Packet. All requests for exclusion must be postmarked or
7 received by the Response Deadline which is forty-five (45) calendar days after the Settlement
8 Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice Packet,
9 not more than fifteen (15) days from the original Response Deadline. Any such person who chooses to
10 opt out of and be excluded from the Settlement will not be entitled to an Individual Class Payment
11 under the Settlement and will not be bound by the class portion of the Settlement, or have any right to
12 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound
13 by all determinations of the Court, the Agreement, and Judgment.

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

20 14. A hearing on Plaintiffs' Motion for Final Approval of Class Action Settlement and
21 Plaintiffs' Motion for Class Counsel Award and Service Awards shall be held before this Court on
22 August 7, 2024 at 10:30 AM/PM in Department C-64 of the San Diego County Superior
23 Court to determine all necessary matters concerning the Settlement, including: whether the proposed
24 settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate
25 and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval
26 should be entered herein; whether the plan of allocation contained in the Agreement should be approved
27 as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Service
28 Awards, and the Settlement Administration Costs. All papers in support of the motion for final approval

1 and the motion for Class Counsel Award and Enhancement Award shall be filed with the Court and
2 served on all counsel within twenty-eight (28) days following the expiration of the Response Deadline.

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

11 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
12 and all dates provided for in the Agreement without further notice to Class Members and retains
13 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
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17 Dated: 3/13/2024



18 JUDGE OF THE SUPERIOR COURT

19 LOREN G. FREESTONE
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