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Additional counsel for the parties are listed on
signature page

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

SCOTT YANCY, LUIGI VENEZIA, and
SUSAN DEIZLER, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

PETALUMA BUTANE DISTRIBUTORS,
INC., dba DECARLI'S PETALUMA
BUTANE DISTRIBUTORS, and DOES
ONE THROUGH TWENTY, inclusive,

Defendants.

No. CIV-090406

STIPULATION TO CONTINUE HEARING
DATE ON PLAINTIFFS' MOTION FOR
ENFORCEMENT OF SETTLEMENT AND
JUDGMENT, ORDER TO SHOW CAUSE RE
CONTEMPT, AND AWARD OF
ATTORNEYS FEES AND COSTS

[Marin County Local rule 1.9(B)]

Current Hearing Date: October 4, 2016
Current Hearing Time: 1:30 p.m.
Dept: L

FILED

SEP 21 2016

JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: S. Hernandez, Deputy

STIPULATION TO CONTINUE HEARING DATE ON PLAINTIFFS' MOTION FOR ENFORCEMENT OF
SETTLEMENT AND JUDGMENT, ORDER TO SHOW CAUSE RE CONTEMPT, AND AWARD OF
ATTORNEYS FEES AND COSTS

1 Plaintiffs SCOTT YANCY, LUIGI VENEZIA, and SUSAN DEIXLER, individually and
2 for the Certified Plaintiff Classes (collectively, "Plaintiffs") and Defendant PETALUMA
3 BUTANE DISTRIBUTORS, INC., dba DECARLI'S PETALUMA BUTANE DISTRIBUTORS
4 ("PBD"), by and through their respective counsel of record, hereby agree and stipulate as follows:

5 **RECITALS**

6 1. Plaintiffs filed a putative class action complaint against PBD, in the above
7 captioned action, on January 30, 2009;

8 2. On November 19, 2010, this Court entered an Order Granting Final Approval of
9 Class Action Settlement, pursuant to the parties' stipulated settlement agreement;

10 3. On September 2, 2016, Plaintiffs filed a Motion for Enforcement of Settlement and
11 Judgment, Order to Show Cause Re Contempt, and Award of Attorneys' Fees and Costs
12 ("Motion"), set to be heard on October 4, 2016, at 1:30 p.m., in Department L of the above-
13 captioned Court;

14 4. On September 20, 2016, Jim Snell, Amanda Beane, and Jacqueline Young with
15 Perkins Coie LLP entered an appearance as counsel of record for Defendant PBD;

16 5. Defendant has requested a continuance of the October 4, 2016 Motion hearing date
17 to allow new counsel time to become familiar with the matter, and to enable the parties to discuss
18 potential resolution of Plaintiffs' claims.

19 **STIPULATION**

20 6. The parties have thus agreed to stipulate to continue the hearing date for a period
21 of sixty (60) days, to a date convenient to the Court's calendar on or after December 5, 2016.

22 7. The parties have further agreed that the deadlines for filing and serving any
23 opposition to the Motion and any reply thereto shall be pursuant to California Code of Civil
24 Procedure section 1005(b).

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8. While denying and without conceding any of Plaintiffs' allegations, and in recognition of Plaintiffs' agreement to continue the Motion, Defendant PBD agrees that it will, for a period lasting up to and including December 5, 2016 or such other date as the Motion may be heard, refrain from any intentional termination of propane delivery services (e.g., by either shutting off access to gas or failing to deliver new supplies of gas) to any customer due to nonpayment of past due amounts. PBD will also refrain during the pendency of this continuance from assessing any interest or finance charges in connection with such billing statements, and agrees that its invoices will separately identify the "current charges" claimed due on their invoices. This does not prohibit PBD from billing for current deliveries of gas or taking appropriate collection actions for failure to pay amounts due and owing for current deliveries of gas. For purposes of this stipulation, "current deliveries" means any gas delivered since June 1, 2016. In addition, nothing in this stipulation prohibits PBD from either securing access to gas supply or not delivering gas where a customer requests termination of PBD's services or has notified PBD of a move. If a dispute over the terms of this paragraph arises, the parties agree to attempt to resolve their differences within three business days after one party notifies the other of its dispute. Should the parties be unable to resolve their differences, the parties agree that either may seek to resolve any dispute with the terms of this paragraph through motion made to the Court.

9. The parties agree that a facsimile or PDF signature on this stipulation may be used in lieu of an original for all purposes.

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IT IS SO STIPULATED.

DATED: 9/21, 2016

CHAVEZ & GERLER LLP

By Nance Becker ^{w/ permission}
Nance F. Becker ^{by Amanda J. Beane}
LEGAL AID OF MARIN

By: David Levin ^{w/ permission}
David Levin ^{by Amanda J. Beane}

Attorneys for Plaintiffs
Scott Yancy, Luigi Venezia, and Susan
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DATED: 9/21, 2016

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